

U.S. Department of Labor - Occupational Safety and Health Administration

Inspection Report

Mon Jul 11, 2016 10:35:45 AM

RID	CSHO ID	Supervisor ID	Inspection Number	Optional Report Number	Case Closed Date
0522000	7c	B0513	1148227	322	

Establishment Name	DYNEGY MIAMI FORT, LLC		Doing Business As (DBA)		
Establishment Owner Name	Private Sector	Type of Business	Corporation	Primary NAICS	562212
Site Address	11021 Brower Rd. NORTH BEND, OH, 45052	Site Phone	(513)-467-5885	Extn	Site FAX
Business Address	11021 Brower Rd. NORTH BEND, OH, 45052	Business Phone	(513)-467-5885		Business FAX
Mailing Address	11021 Brower Rd. NORTH BEND, OH, 45052	E-mail			Mobile Phone
Site Activity	Landfill	NAICS Inspected	562212	Days on Site	1
Federal EIN	#4	DUNs		Temporary or Fixed Site?	Temporary
State Estab Id		DUNS plus4		CAGE Code	

Entry	18-MAY-2016	09:30 AM	First Closing Conference	18-MAY-2016	11:45 AM
Opening Conference	18-MAY-2016	10:00 AM	Second Closing Conference		
Walkaround	18-MAY-2016	11:00 AM	Exit	18-MAY-2016	12:00 PM

Inspection Initiating Type	Unprogrammed Related		Secondary Type		
Other Initiating Type			Inspection Category	Safety	
Scope of Inspection	Partial		Reason No Inspection		
Sampling Performed?	N	SVEP	N	Expln. for No Insp.	
Federal Strategic Initiatives	STRUCK-BY				
National Emphasis					
Local Emphasis					
Primary Emphasis					

Employed in Establishment	146	Walkaround?	Y	Advance Notice?	N
Covered By Inspection	1	Interviewed?	Y	Flag for Follow-up	N
Controlled By Employer	146	Union?	N	Reason for Follow-up	
Is this Company a current federal contractor?	N	Attempt made to capture Exec Order Info?	Y		

Parent Company Legal Name			Parent Comp Trade Name/DBA		
Parent Company Address		Phone Number		Extn	
TIN / EIN			DUNS		
CAGE Code			DUNS plus4		

Related Activity			
Activity Number	Activity Type	Satisfied	Establishment Name

Related Inspections		
Inspection Number	Establishment Name	Related Inspection Type
1148200	Headwaters Plant Services, Inc.	MULTI-EMPLOYER

Additional Codes			
Type	ID	Value	Description

Employer Representatives Contacted							
Name	J Chris Osterbrink	Job Title	Managing Director	Occupation			
Address	11021 Brower Rd NORTH BEND, OH, 45052		Interviewed?	Y			
Home		Work	513-467-5885	Mobile		Fax	
Email			Participation	Walk Around, Citation Mailed, Credentials, Closing Conference, Opening Conference			

Employees Contacted							
Name	Kim Bloebaum	Job Title	Tool Rm Manager	Occupation		Property Maint Specialist	
Address	7c		Interviewed?	Y			
Home	7c	Work		Mobile		Fax	
Email			Participation	Credentials			
Name	Joshua Waldroff	Job Title	Project Eng	Occupation		Engineer	
Address	7c		Interviewed?	Y			
Home	7c	Work		Mobile		Fax	
Email			Participation	Credentials			
Name	Autumn McDaniel	Job Title	Sr. Safety Specialis	Occupation		Safety	
Address	7c		Interviewed?	Y			
Home	7c	Work		Mobile		Fax	
Email			Participation	Credentials			

Penalty Adjustment Factors					
Size Reduction	10%	Good Faith Reduction	0%	History Reduction	0%
Size Justification	Per OSHA FOM, a size reduction of 10% is given to employers who have more than 101 but less than 250 employees.	Good Faith Justification	If citations would have been issued, per OSHA FOM, no Good Faith Reduction is given for H.G.S. violations or Repeat violations.	History Justification	Per OSHA FOM, no penalty increase or reduction is given to employers who have not been inspected by Federal OSHA nationwide or by any State Plan State within the previous five years.

CSHO Signature	7c	Date	7-11-16
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Print

Injury & Illness Log: DYNEGY MIAMI FORT, LLCInjury & Illness Log
Type:

Partial Year?: No

Name of Temporary
Work Site:

Year: 2015

Data Not Applicable?: No

Start Date:

Data Not Available?: No

End Date:

Comments:

Location

Street1: 11021 Brower Rd.

Street2:

City: NORTH BEND

State: OHIO

Zip: 45052

Number of Cases

Deaths (G): 0

Cases with days away from work (H): 0

Cases with job transfer or restriction (I): 0

Other recordable cases (J): 1

Total Recordable Cases: 1

Total DART Cases: 0

Number of Days

Number of Days Away From Work (K): 0

Number of Days of Job Transfer/Restriction (L): 0

Injury & Illness Types

Injuries (M): 1

Skin Disorders (M): 0

Respiratory Condition (M): 0

Poisoning (M): 0

Hearing Loss (M): 0

All Other illnesses (M): 0

Employment Info

Total Hours Worked: 255139

Number of Employees: 135

[Back](#)[Print](#)**Injury & Illness Log: DYNEGY MIAMI FORT, LLC**

Injury & Illness Log Type:

Partial Year?: No

Name of Temporary Work Site:

Year: 2013

Data Not Applicable?: No

Start Date:

Data Not Available?: No

End Date:

Comments:

Location

Street1: 11021 Brower Rd.

Street2:

City: NORTH BEND

State: OHIO

Zip: 45052

Number of Cases

Deaths (G): 0

Cases with days away from work (H): 0

Cases with job transfer or restriction (I): 1

Other recordable cases (J): 0

Total Recordable Cases: 1

Total DART Cases: 1

Number of Days

Number of Days Away From Work (K): 0

Number of Days of Job Transfer/Restriction (L): 10

Injury & Illness Types

Injuries (M): 1

Skin Disorders (M): 0

Respiratory Condition (M): 0

Poisoning (M): 0

Hearing Loss (M): 0

All Other illnesses (M): 0

Employment Info

Total Hours Worked: 2555139

Number of Employees: 135

[Back](#) [Print](#)

Injury & Illness Log: DYNEGY MIAMI FORT, LLC

Injury & Illness Log
Type:

Partial Year?: No

Name of Temporary Work Site:

Year: 2014

Data Not Applicable?: No

Start Date:

Data Not Available?: No

End Date:

Comments:

Location

Street1: 11021 Brower Rd.

Street2:

City: NORTH BEND

State: OHIO

Zip: 45052

Number of Cases

Deaths (G): 0

Cases with days away from work (H): 0

Cases with job transfer or restriction (I): 0

Other recordable cases (J): 2

Total Recordable Cases: 2

Total DART Cases: 0

Number of Days

Number of Days Away From Work (K): 0

Number of Days of Job Transfer/Restriction (L): 0

Injury & Illness Types

Injuries (M): 2

Skin Disorders (M): 0

Respiratory Condition (M): 0

Poisoning (M): 0

Hearing Loss (M): 0

All Other illnesses (M): 0

Employment Info

Total Hours Worked: 386000

Number of Employees: 193

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	10
(K)	(L)

Injury and Illness Types

Total number of (M)			
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2013
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-017

Establishment information

Your establishment name Dynegy - Miami Fort Station
Street 11021 Blower Rd
City North Bend State Ohio Zip 45052
Industry description (e.g., Manufacture of motor truck trailers)
Utility
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
4 9 1 1
OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 2 1 1

Employment information

Annual average number of employees 135
Total hours worked by all employees last year 255133

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

JPL Bickel
Company executive

Plant Manager
Title

513-467-5855

Phone

5/31/16
Date

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2013



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name Dynegy - Miami Fort Station
City North Bend State Ohio

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was		Check the "injury" column or choose one type of illness					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g. Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case											
						Death (G)	Days away from work (H)	Job transfer or restriction (I)	Remained at work Other recordable cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M)					
												Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
	7c			Rail of C conveyor	Sprain/Strain, Ankle, Walking Surface			1		0	10	1					
Page totals						0	0	1	0	0	10	1	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N 3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

All establishments covered by Part B304 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.33, in OSHA's Recordkeeping rule. For further details on the access provisions for the log forms

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	2
(1)	(1)	(1)	(1)

Number of Days

Total number of days away from work

Total number of days of job transfer or restriction

Injury and Illness Types		
Total number of (M)		
(1) Injuries	2	(4) Poisonings
(2) Skin disorders	0	(5) Hearing loss
(3) Respiratory conditions	0	(6) All other illnesses
		0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments on these estimates or any aspects of this data collection, contact: U.S. Department of Labor, CSHA Office of Statistics, Room H-3644, 230 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2014



U.S. Department of Labor
Occupational Safety and Health Administration
Washington, DC 20340
Form OSHA-300 (10-10-80)

Establishing information
 To establish information name Mary Fort Generating Station
 Street 11024 Brewer Road
 City North Bend State Ohio Zip 43052
 Industry description (e.g. Manufacture of motor truck trailers)
Electric Utility
 Standard Industrial Classification (SIC) if known (e.g. SIC 3713)
4 9 1 1
 OR
 North American Industrial Classification (NAICS) if known (e.g. 336212)
2 2 1 1
 Employment information
 Annual average number of employees 193
 Total hours worked by all employees last year 526,000
 Sign here
 Knowingly falsifying this document may result in a fine
 I certify that I have examined this document and that to the best of my knowledge
 the entries are true, accurate, and complete
John C. Schaefer CIM
 Company executive Title
373 467 5835 115-15
 Phone Date

Year 2014



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Synergy - Miami Fort Station

State	Ohio
1	Check the "injury" column or choose one type of illness.
(b) (1)	(f)(1)
Injury	Injury
(1)	(1)
1	1
2	2
Injury	Injury
(1)	(1)
(2)	(2)
(3)	(3)
(4)	(4)
(5)	(5)
(6)	(6)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration

Establishment name	Dynegy - Miami Fort Station		
City	North Bend	State	Ohio

Identify the person				Describe the case		Classify the case												
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
						(G)	(H)	Job transfer or restriction (I)	Other recordable cases (J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	
									1			1						
						Bone chip to finger, finger, manhole cover				1			1					
						Fractured Thumb, Rt Thumb, pipe and pry bar				1			1					
Page totals						0	0	0	2	0	0	2	0	0	0	0	0	

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

(1)	(2)	(3)	(4)	(5)	(6)
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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of (M)		
(1) Injury	21 ASH	(4) Poisoning 0
(2) Skin Disorder	0	(5) Hearing Loss 0
(3) Respiratory Condition	0	(6) All Other Illnesses 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Dynegy Main Fuel Station
Street 11021 Brower Rd
City North Bend State Ohio Zip 45052
Industry description (e.g. Manufacture of motor truck trailers)
Utility
Standard Industrial Classification (SIC), if known (e.g. SIC 3715)
4 9 1 1
OR North American Industrial Classification (NAICS), if known (e.g. 336212)
2 2 1 1

Employment Information

Annual average number of employees 135
Total hours worked by all employees last year 255139

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

Plant Manager
Title

513-467-5885

Phone

1/23/2016
Date

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

Identify the person

Describe the case

Classify the case

[illegible]

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

(1)	Injury
(2)	Skin Disorder
(3)	Respiratory Condition
(4)	Poisoning
(5)	Hearing Loss
(6)	All other illnesses

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>7</u>
(K)	(L)

Injury and Illness Types

Total number of (M)			
(1) Injury	<u>1</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

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Year 2016
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved CVS no. 1216-01

Establishment information

Your establishment name Dynegy Miami Fort Station
Street 11021 Brower Rd
City North Bend State Ohio Zip 45052
Industry description (e.g., Manufacture of motor truck trailers)
Utility
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
4 9 1 1
OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 2 1 1

Employment information

Annual average number of employees 150
Total hours worked by all employees last year 300000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John A. B. K.
Company executive

Plant Manager
Title

513-467-5885
Phone

5/31/2016
Date

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

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Year 2016



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name Dynegy - Miami Fort Station
City North Bend State Ohio

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill worker was		Check the "injury" column or choose one type of illness									
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:		Away From Work (days)		On job transfer or restriction (days)		(M) Check the "injury" column or choose one type of illness					
						Death	Days away from work	Remained at work				Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	Job transfer or restriction	Other recordable cases	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
					Strained Shoulder	0	0	1	0	0	7	1	0	0	0	0	0
7c																	
Page totals						0	0	1	0	0	7	1	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury
Skin Disorder
Respiratory Condition
Poisoning
Hearing Loss
All other illnesses
(1) (2) (3) (4) (5) (6)

SAFETY NARRATIVE

Inspection Number 1148227

COVERAGE INFORMATION –Copied from Wikipedia.

The Miami Fort Generating Station, like another Ohio station (Beckjord Generating Station) is a dual-fuel power generating facility. It is a major coal-fired electrical power station, supplemented with a small oil-fired facility.[1] Miami Fort is located two miles east of Lawrenceburg, Indiana, immediately north-east of the tripoint of Indiana, Ohio, and Kentucky, on the Ohio territory. Miami Fort Station is named for the nearby Miami Fort (not to be confused with Fort Miami in the same state). Miami Fort Generating Station is one of the two coal power plants near Lawrenceburg, Indiana, the other being Tanner's Creek Generating Station.

Interstate Commerce: The employer provides Crosby shackles that are manufactures in Tulsa, OK.

Per Chapter 3 of the FOM section VI, the company employs approximately 135 employees on an annual basis that requires OSHA 300 logs to be obtained.

This company has not been inspected within the previous past five years.

PPE Required	<input checked="" type="checkbox"/> Hard Hat	<input checked="" type="checkbox"/> Steel Toe Boots/Shoes	<input checked="" type="checkbox"/> Safety Glasses	<input type="checkbox"/> Safety Goggles
	<input type="checkbox"/> Tyvek Suite	<input type="checkbox"/> Respirators	<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Other:

NATURE AND SCOPE

On May 17, 2016, CSHO was assigned by the AAD to investigate a Fatality that took place at the Dynegy Miami Fort, LLC facility.

Check Applicable Boxes and Explain Findings:

- ☐ Complaint Items
- ☐ Referral Items
- ☒ Accident Investigation Summary & Findings
- ☐ LEP –Primary Emphasis
- ☐ Planned Inspection
- ☐ Follow-up Inspection

NATURE AND SCOPE – UNUSUAL CIRCUMSTANCES (Mark X and explain all the apply:)

- ☒ None
- ☐ Denial of entry (see denial memo)
- ☐ Delays in conducting the inspection
- ☐ Strikes
- ☐ Jurisdictional Issues
- ☐ Trade Secrets
- ☐ Other

OPENING CONFERENCE NOTES-

On May 18, 2016, CSHO arrived at the facility at approximately 9:30 a.m. Upon arrival, CSHO signed in at the guard gate and met with Mr. J Chris Osterbrink the Managing Director for the Dynegy Miami Fort Power Station. Mr. Osterbrink led the CSHO to a room where the opening conference was held. It was found during this time that there were no employees who were on-site during the fatality were working. Mr. Osterbrink told the CSHO that he had the employee involved in the accident some time off due to the fatality and would be

available 5/25/16 to interview. After the opening conference, CSHO, Mr. Osierbrink, along with Headwaters Plant Service, Inc. (HPS) representative drove to the landfill where the accident took place. At this time, CSHO completed his walk-around inspection and took photos.

What Happened- On May 17, 2016 three employees working for Headwaters Plant Services, Inc. (HPS) were engaged in removing fly ash (mud) from a chimney located on a land fill using a Kamat'su PC350 Excavator. During this operation, the excavator was stuck in the mud and was unable to pull out. Employees along with another employee employed by Dynegy Miami Fort, LLC (Customer) left the site to obtain tow straps located at the Dynegy Miami Fort, LLC tool shop. Employees returned back to the site and attached four (4) separate 4" synthetic slings together using shackles between each sling.

One end of was rigged by a basket hitch (10' X 4") sling to a Kamat'su Dozer D65EX-15 draw bar pin located on the rear lower center of the dozer. The other end was rigged to the Kamat'su PC350 Excavator bucket hook using a Copperhead shackle WLL 25T and 20' X 4" synthetic sling. Between these slings were a 30'X4", 20'X4" slings and two (2) Crosby WLL 17T shackles.

The dozer was to maintain the weight of the excavator while the excavator operator was to use the bucket to pull out. During the process of performing this operation, the sling attached to the bucket hook of the excavator broke away from the shackle projecting the sling and shackle into the rear cab of the dozer. The shackle (Crosby WLL 17T) struck the dozers operator seat causing blunt impact injuries/fatality to the dorsal torso of the dozer operators back.

Employee Interview- It was found during this interview 5/25/16 this employee was on-site and was the Dynegy Miami Fort, LLC Project Engineer for the scope of work to be performed by the sub-contractors (HPS). The general scope of work by HPS was to grading of ash and modification to an existing perimeter landfill berm. During this operation, it was found the chimney located inside the landfill was defective and needed replaced. During this operation, the Project Engineer (PM) was responsible to oversee the employee working on this job-site. During employee interview, it was noted he did not direct the employees that HPS had a foreman on the site that would direct their employees. The PM did take the HPS employees to Dynegy's tool room when the HPS employees asked him if he had any tow straps. It was noted the PM did not choose the straps to be used to tow/extract the excavator out of the landfill. The Foreman for HPS chose the straps to be used once they entered into the tool room. Prior to the towing operation between the dozer and excavator, the PM stated he did not feel this was a good idea and moved away from the towing operation hazard locating himself behind his work truck. This illustrates there were no Dynegy Miami Fort Power Station employee hazard during this accident/fatality. Dynegy provided the CSHO with a sling inspections report from the outside contractor whom performed inspections of their slings. The report provides information of tags that were taken out of service as well as markings of passing slings with a green #16 located on the WLL tag of the sling. During the CSHO's inspection, ALL straps that were used during this accident had the appropriate marking of the green # 16 indicating the sling was in operational per manufacture use.

The Dynegy Miami Fort Power Station Managing Director placed an email memo on 5/26/16 to ALL Dynegy Supervisors stating "The exact details around the events that led to the fatality of Jason Jolly are yet being investigated. Until the root cause of the incident is determined, I am asking that no one attempt to pull a stuck vehicle or tow a piece of equipment without first consulting myself or a member of the management staff. We must keep in mind that when performing atypical towing work, we are performing rigging activities which must first be evaluated by qualified personnel. As a group, we will then assess the situation, and make a determination if an outside rigging resource is needed. This may seem like overkill, but I am willing to risk the well-being of our equipment not our employees.

Please communicate this to your teams immediately. Have a stand down to discuss what other activities you perform that can cause a large amount of stored energy to suddenly release. I would like to know if you and your teams come up with other areas where we are at risk, so a plan can be developed to mitigate the risk."

Construction Industry:

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	Safety & Health Program
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	Training Document
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA	Other- Contract agreement, OSHA Logs

CLOSING CONFERENCE NOTES:

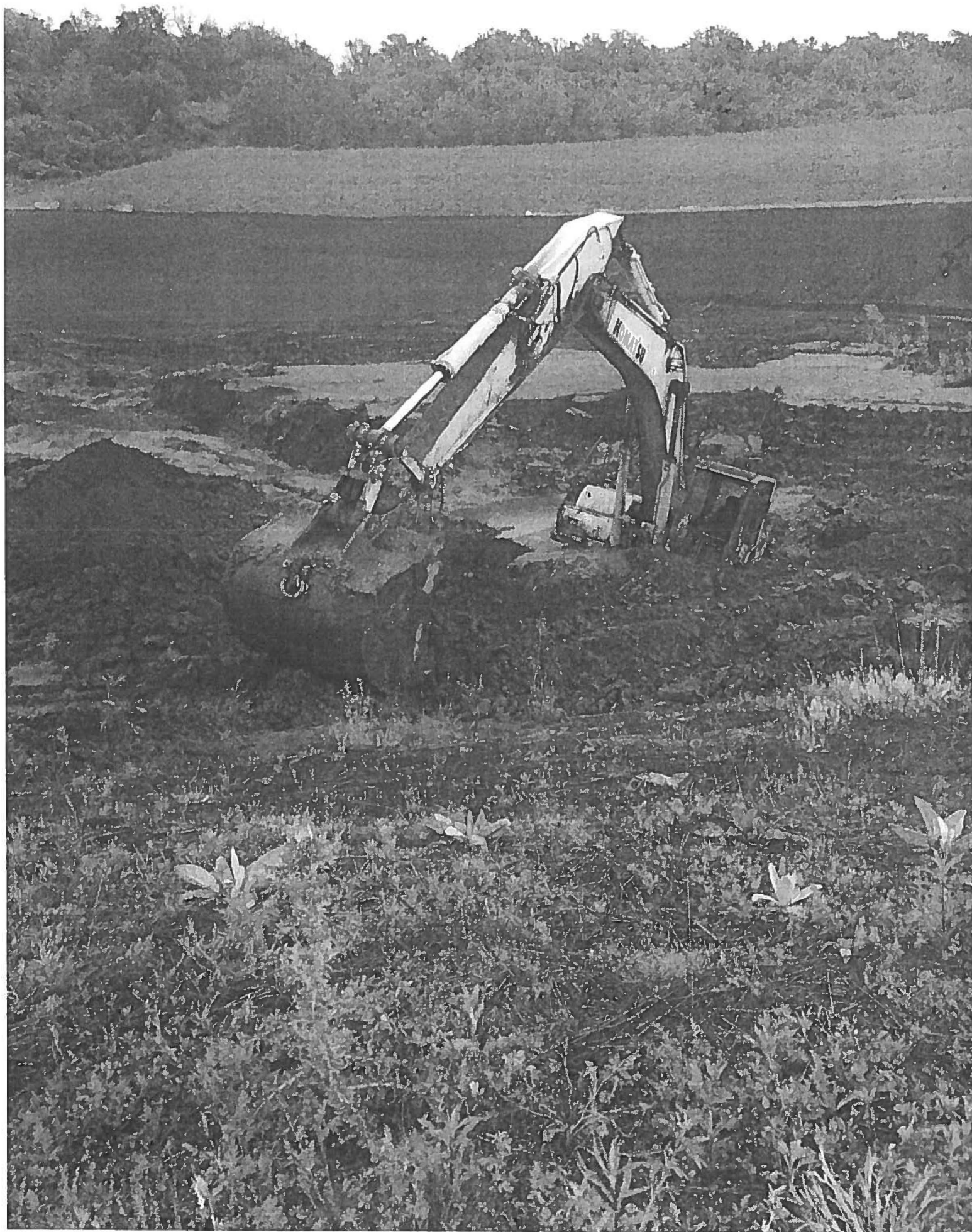
A closing conference was held with Mr. J Chris Osterbrink as the CSHO discussed there was no citation(s) to be issued. . CSHO explained if they wish to have a copy of the case file they may request it by FOIA by calling our office.

Were any unusual circumstances encountered such as, but not limited to, abatement problems, expected contest and/or negative employer attitude? If yes, explain below:

☐ Yes ☒ No

Closing Conference Checklist ("x" as appropriate)

- | | |
|---|--|
| <input checked="" type="checkbox"/> No Violations Observed/Issued
(During closing Conference) | <input checked="" type="checkbox"/> Discussed Consultation Programs
(During opening Conference) |
| <input checked="" type="checkbox"/> Gave Copy Employer Rights
(During opening Conference) | <input type="checkbox"/> Employer/Employee Questionnaires |
| <input type="checkbox"/> Reviewed Hazards and Standards | <input checked="" type="checkbox"/> Discuss Employer Rights/Obligations
(During opening Conference) |
| <input checked="" type="checkbox"/> Encouraged Informal Conference
(During opening Conference) | <input checked="" type="checkbox"/> Offered Abatement Assistance
(During walk-around inspection) |







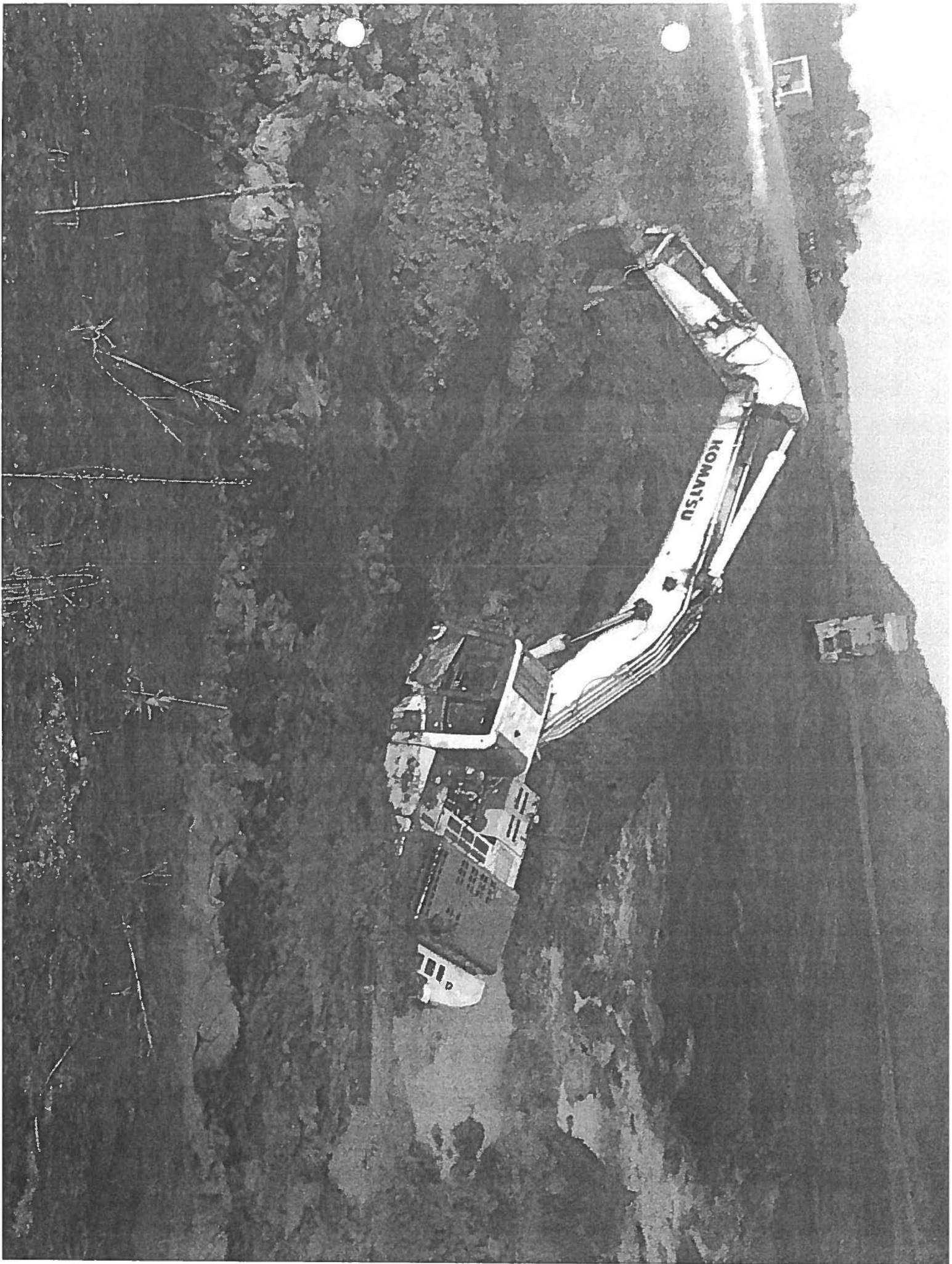


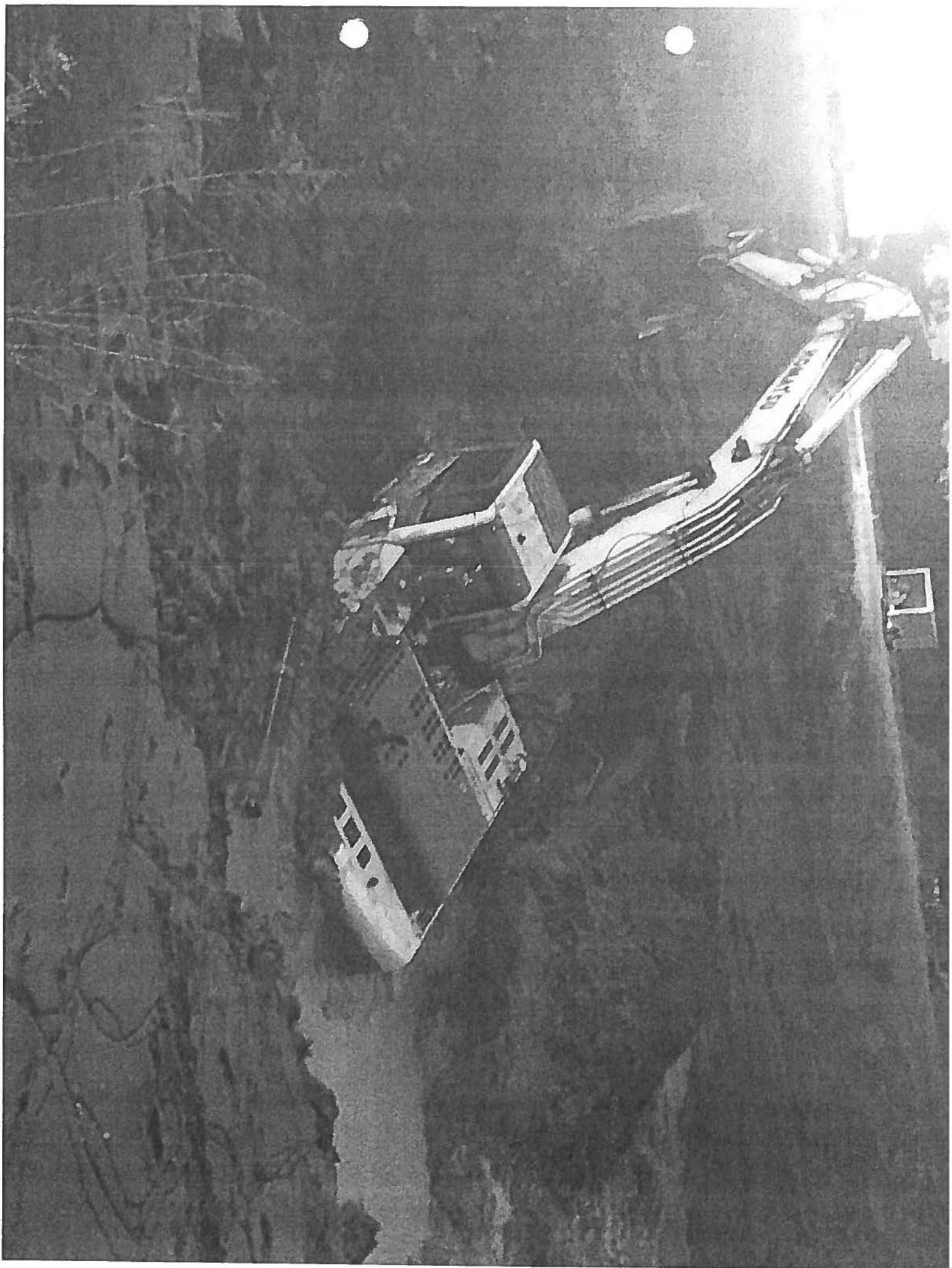


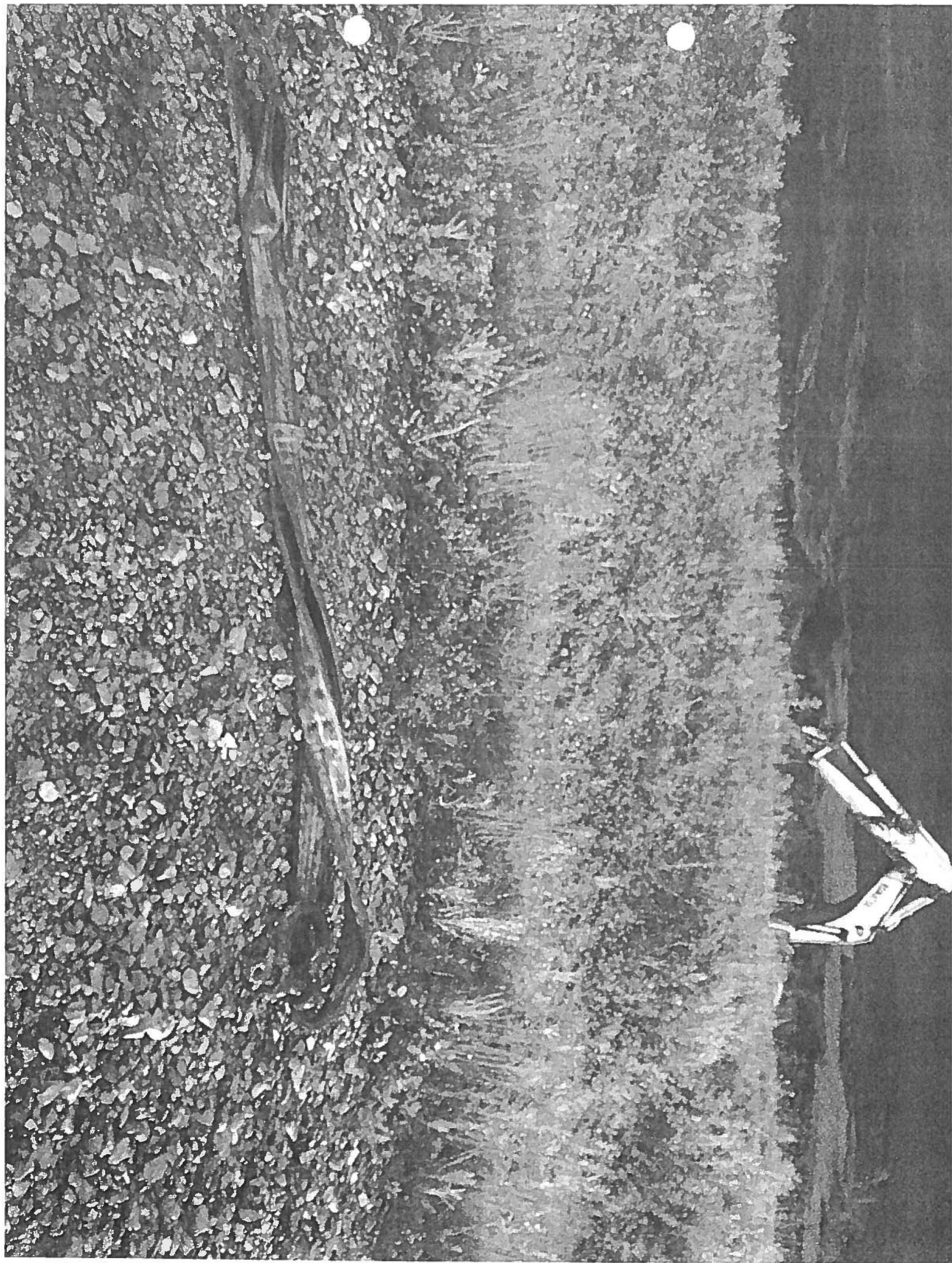
















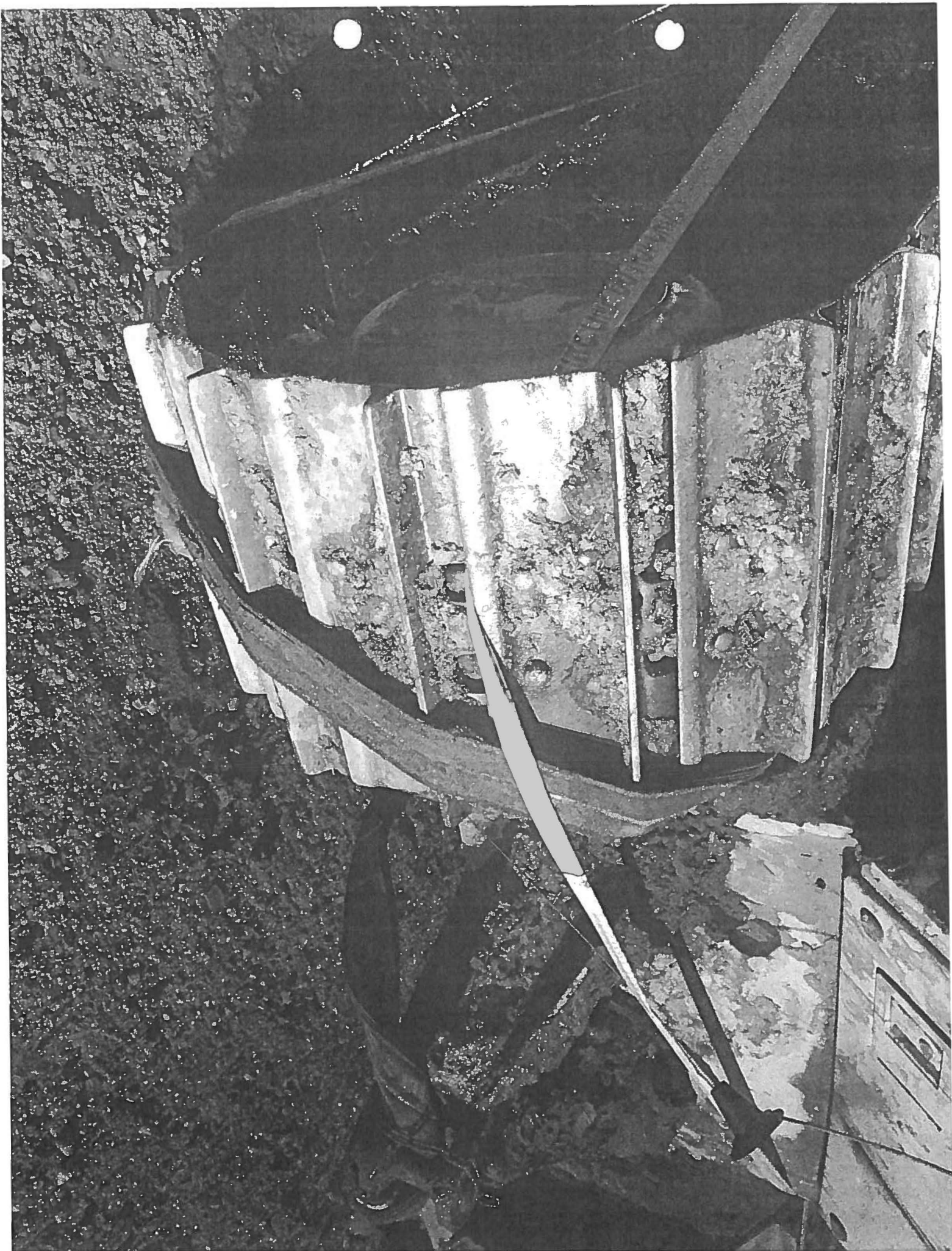












KOMATSU

BRANDEIS



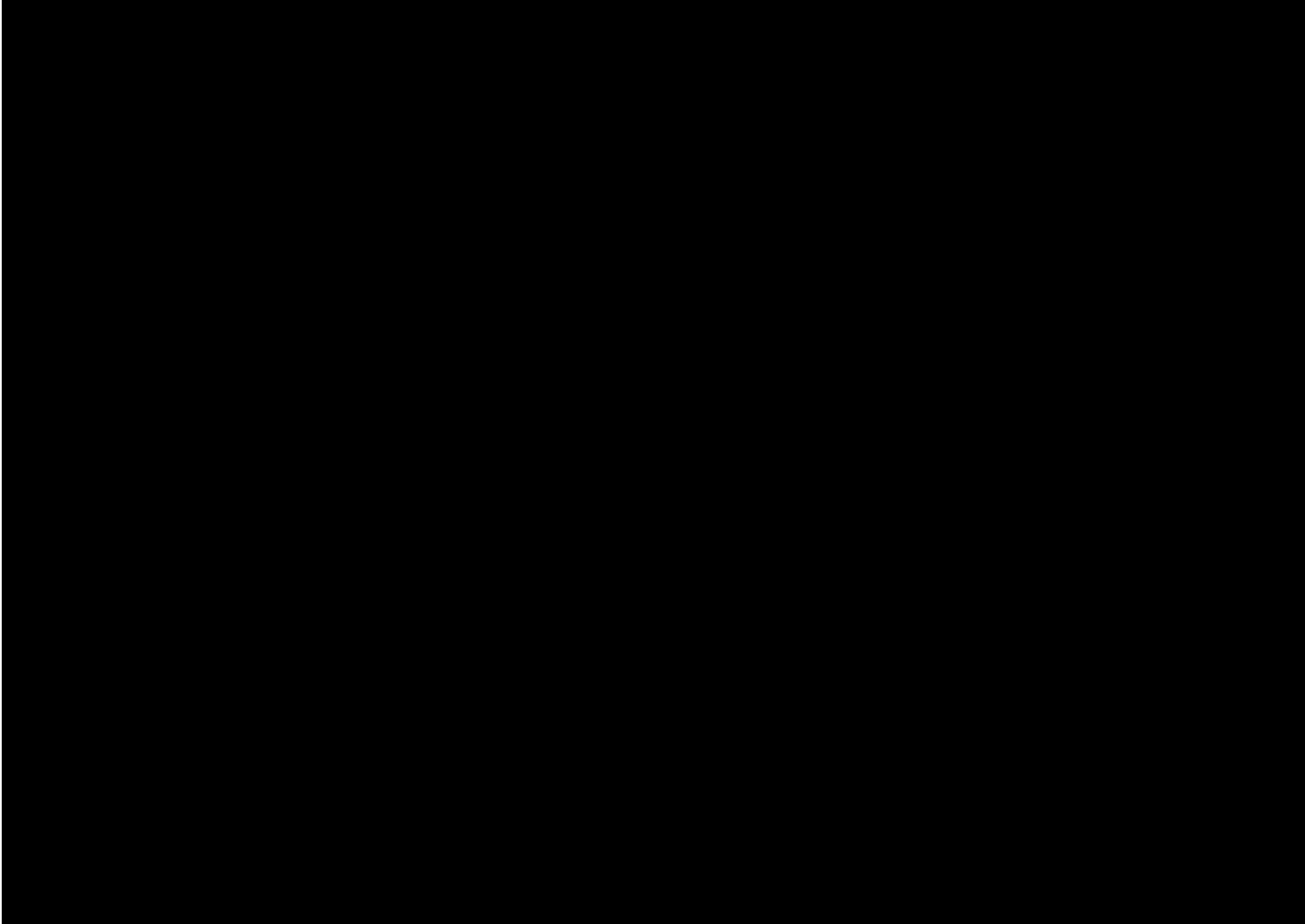


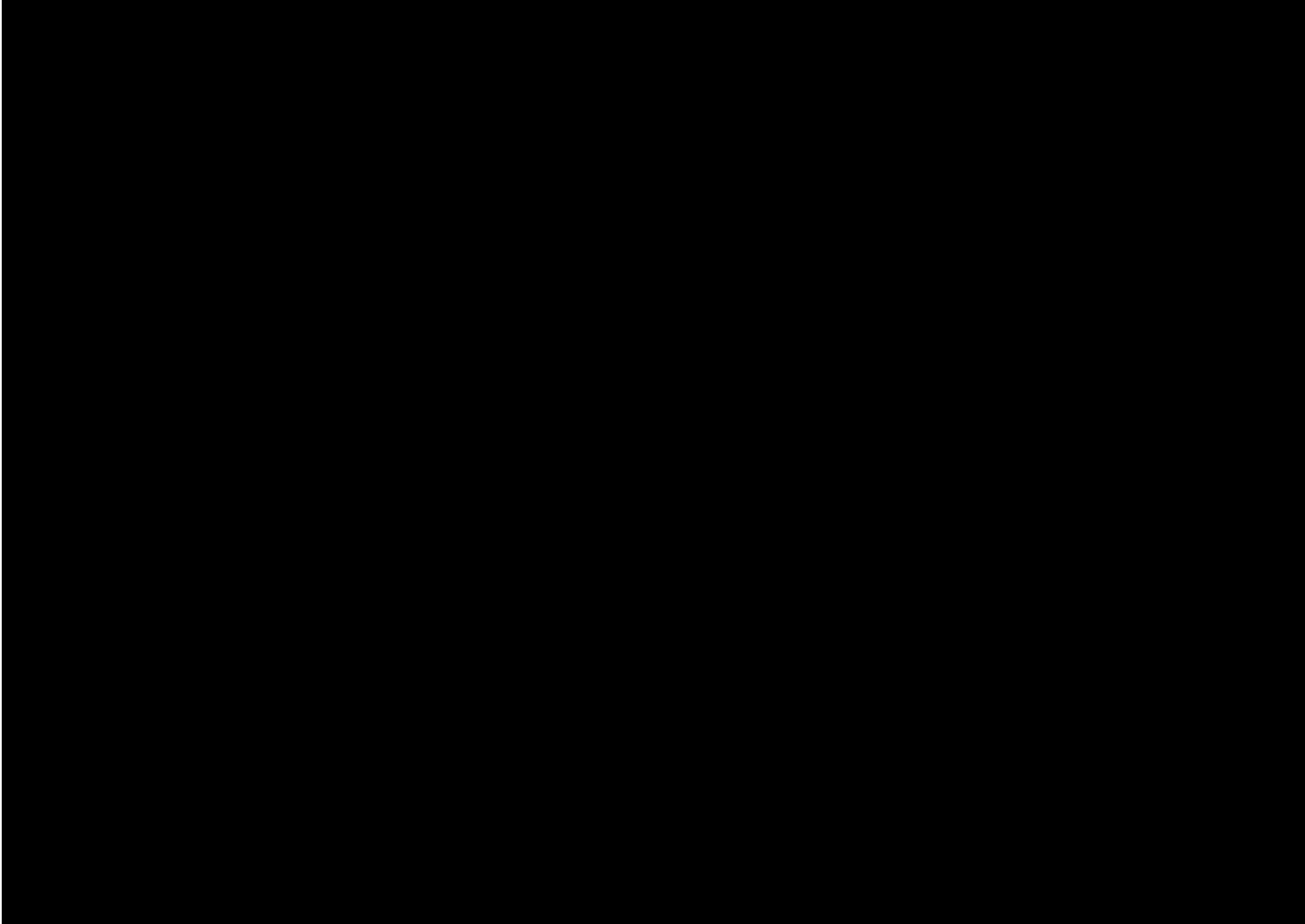


Duke Energy Ohio, Inc.

Terms of Agreement for
Purchase Order No. 702487

employer documentation;
contract pag 39-59; executive
order 12600; Headwaters
objects to release of
documents





CHANGE ORDER Revision 1

Buyer - 6608-Dynegy Miami Fort Joint Owned
c/o its Agent Dynegy Operating Co.
Miami Fort Unit 7-8 Common
11021 Brower Rd
North Bend OH 45052
United States

Dispatch via E-Mail

Supplier: 0000045206
HEADWATERS RESOURCES INC
P O BOX 974157
DALLAS TX 75397-4157

Phone: 989/671-1500
Fax: 989/671-1504

Purchase Order	Date	Revision	Page
66708-0000002831	12/31/2015	1 - 05/18/2016	1
Payment Terms	Freight Terms	Ship Via	
N30	FOB Ship Pt, Frt Prepaid & Add Best Way		
Purchasing Agent	Phone	Fax	
Barenkamp, Connie	618/343-7741		
Requestor	Email		
Waldroff, Joshua	RSN29@dynegy.com		

Ship To: DOHXMAMIC
Miami Fort CT Unit
11021 Brower Rd
North Bend OH 45052
United States

Attention: Not Specified

Bill To: Miami Fort Unit 7-8 Common
11021 Brower Rd
North Bend OH 45052
United States

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	2006 T/M Landfill Erosion Repairs		125,000.00	DLR	1.00	125,000.00	01/14/2016

<< **Quote Number:BLANKET All prices and units are per the 2016 contract. >>

All prices and units are per the 2016 contract.

NOTE:

THE PURCHASE ORDER NUMBER MUST BE SHOWN ON ALL PACKING LISTS, SHIPPING DOCUMENTS, INVOICES AND CORRESPONDENCE. FAILURE TO DO SO MAY RESULT IN REFUSAL OF DELIVERY OR DELAYED PAYMENT(S).

PURCHASING CONTACT: Connie.barenkamp@dynegy.com

TERMS:

Commercial terms and conditions for the work hereunder are in accordance with the Master Purchase Order Agreement dated 3/16/2015 between Dynegy Administrative Services Company and Headwaters. Wherever the term "Master Service Agreement" appears in the body of this order, it shall be interpreted to mean the Agreement referenced above.

Please send invoices to: invoices@dynegy.com

AP Contact: Julie Ream

513-467-4951

Email: Julie.Ream@dynegy.com

Submit all supplier updates or forms to SCM@dynegy.com

The Purchase Order number shown in the right hand corner of this page must be included on all invoices related to this contract to avoid delay in payment.

This facility accepts deliveries from 7 am until 2:30 pm. Exceptions should be made and approved with an authorized representative before any work or deliveries are made.

Contractor Signature

Unauthorized

Terms and Conditions are on the last page of the PO

CHANGE ORDER Revisor. 1

Buyer - 6608-Dynegy Miami Fort Joint Owned
c/o its Agent Dynegy Operating Co.
Miami Fort Unit 7-8 Common
11021 Brower Rd
North Bend OH 45052
United States

Dispatch via E-Mail

Supplier: 0000045206
HEADWATERS RESOURCES INC
P O BOX 974157
DALLAS TX 75397-4157

Phone: 989/671-1500
Fax: 989/671-1504

Purchase Order	Date	Revision	Page
66708-0000002831	12/31/2015	1 - 05/18/2016	3
Payment Terms	Freight Terms	Ship Via	
N30	FOB Ship Pt, Frt Prepaid & Add Best Way		
Purchasing Agent	Phone	Fax	
Barenkamp, Connie	618/343-7741		
Requestor	Email		
Waldroff, Joshua	RSN29@dynegy.com		

Ship To: DOHXMAMIC
Miami Fort CT Unit
11021 Brower Rd
North Bend OH 45052
United States

Attention: Not Specified

Bill To: Miami Fort Unit 7-8 Common
11021 Brower Rd
North Bend OH 45052
United States

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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BUYER STANDARD PURCHASE ORDER TERMS AND CONDITIONS

All shipments, shipping papers, invoices, and correspondence under this Purchase Order must include the Buyer's Name and Purchase Order Number as set forth above.

Acceptance by Contractor of this Purchase Order may be accomplished by delivery to Buyer of a signed Purchase Order or by commencement of any work, performance of any service or shipment of any goods or materials provided for in this Purchase Order. This Purchase Order requires Contractor to provide the Materials and/or Services on a non-exclusive basis solely under the written terms contained in this Purchase Order which shall determine the rights of the Parties regardless of contrary or additional terms in any rate schedules, work orders, invoices, receipts or other documents which may flow from this Purchase Order's performance. Buyer rejects any additional or contrary terms and conditions contained in any such document, and Buyer's signature on any invoice, rate sheet or other document shall not constitute Buyer's consent to any terms and conditions contained therein. Where Contractor has submitted specifications relating to Services or Materials or submitted a scope of work in a proposal, quotation, bid or otherwise, and Buyer accepts such specifications or scope of work by reference in this Purchase Order or otherwise, then any terms and conditions contained in such document other than the specifications or scope of work itself are rejected and invalid. This Purchase Order may be amended, modified or changed only by a written amendment that is signed by an authorized representative of each Party. Buyer expressly disclaims any unsigned amendments, alterations or modifications.

If Contractor has entered into a Master Services Agreement that applies to the purchase of materials and/or services as set forth in this Purchase Order, then the terms and conditions of such Master Services Agreement govern this Purchase Order. If Contractor entered into a Master Service Agreement that applies to the purchase of materials and/or services as set forth in this Purchase Order that was not signed by Buyer, Buyer hereby: acknowledges that such Master Service Agreement was entered into on its behalf; ratifies the execution of such Master Service Agreement on its behalf as if Buyer had itself signed such Master Service Agreement; and agrees to be bound thereby with respect to this Purchase Order.

If Contractor has not entered into a Master Services Agreement that applies to the purchase of the services and/or materials set forth in this Purchase Order, by accepting this Purchase Order, Contractor acknowledges and agrees that Contractor has fully read and understands, and that this Purchase Order shall be governed by, the terms and conditions set forth in the form Master Services Agreement for the applicable region posted at http://www.dynegy.com/downloads/Dynegy_SupplierT&C.pdf in their entirety and without modification. Any deviations from the terms and conditions of the applicable Master Services Agreement, if any, are set forth in this Purchase Order. All terms used but not defined herein shall have the meaning assigned to such terms in the applicable Master Services Agreement.

Contractor acknowledges that it had the opportunity to review and discuss the terms and conditions set forth in the applicable Master Services Agreement with Buyer, and Contractor's legal counsel, prior to entering into this Purchase Order. Should Contractor desire to discuss the form Master Services Agreement terms and conditions, or if Contractor is unable to retrieve the posted form Master Services Agreement, Contractor should call the Buyer Purchasing Agent listed above. Buyer reserves the right to modify the terms and conditions set forth in the form Master Services Agreement from time-to-time at its sole discretion; thus, Contractor should refer to the then current terms and conditions for each Purchase Order it receives.

Buyer has banned smoking in all its buildings and vehicles. Smoking is permitted out-of-doors only. All Contractors are required to comply with this policy.

Contractor Signature

Unauthorized

Terms and Conditions are on the last page of the PO

MASTER PURCHASE ORDER AGREEMENT

DASC – 03162015

THIS MASTER PURCHASE ORDER AGREEMENT ("Agreement"), dated as of March 16, 2015. ("Effective Date") is made by and between **Dynegy Administrative Services Company**. ("Dynegy"), having a place of business at 601 Travis Street, Suite 1400; Houston, Texas 77002 and **Headwaters Plant Services** ("Contractor"), having a place of business at 10701 south River Front Parkway, suite 300; South Jordan, UT 84095. Whereas the parties are mutually desirous that Contractor provide certain goods or services for Dynegy or its Affiliates, Dynegy and Contractor agree as follows:

Term: The term of this Agreement shall commence on the Effective Date and shall remain in force for a period of three (3) years, unless otherwise renewed by Dynegy, upon prior notice to Contractor, for an additional period of one (1) year. In addition, either party may terminate this Agreement at any time upon sixty (60) days prior written notice. However, termination of this Agreement shall not affect the validity of any Purchase Order issued prior to such termination, unless such Purchase Order is otherwise terminated in accordance with its terms. Further, the terms of this Agreement related to indemnity, insurance or which, by their nature, survive termination of the Agreement shall also survive.

Master Purchase Order Agreement: This Agreement is a Master Agreement for the purchase of Services or Materials. The Parties intend that Dynegy or Dynegy's Affiliates may issue individual contracts for Services or Materials (each such individual contract a "Purchase Order") periodically pursuant to this Agreement. Each Purchase Order will describe the parties to that Purchase Order, the goods and services to be purchased, quantity, price, delivery date, the scope of work, part number and any other relevant information. Each Purchase Order will incorporate and be subject to this Agreement and the terms of the Standard Purchase Order Terms and Conditions and the other Exhibits hereto. The terms and conditions of each Purchase Order shall determine the rights and obligations of the parties thereto regardless of any additional or contrary terms, conditions or limitations in any rate schedules, invoices, delivery tickets, or other documents which may be exchanged by the Parties to a Purchase Order during the performance thereof. Further, Dynegy expressly rejects any additional terms, conditions or limitations contained in such document regardless of whether or not a signature of Dynegy, a Dynegy Affiliate, representative or agent is affixed thereto. Each party shall promptly notify the other of any apparent conflict or inconsistencies in the provisions of this Agreement or Purchase Order. However, if there is an express conflict between the terms and conditions set forth in the Agreement or any Exhibit hereto and the applicable Purchase Order, the terms and conditions set forth in the Purchase Order shall govern, but only as to that Purchase Order.

Affiliates: Although this Agreement is solely between Dynegy and Contractor, any Dynegy Affiliate has the right to issue a Purchase Order for Services or Materials under and subject to this Agreement. Contractor agrees that upon receipt of a Purchase Order from any Dynegy Affiliate, this Agreement shall then serve as the agreement between Contractor and the Dynegy Affiliate issuing the Purchase Order, and such Dynegy Affiliate shall be considered Dynegy under this Agreement for purpose of such Purchase Order. However, this Agreement shall not be construed as a guaranty of the Affiliate's payment or performance by Dynegy or any other Dynegy Affiliate; rather it is agreed by Contractor that it shall look solely to the Dynegy Affiliate issuing such Purchase Order for performance of all obligations thereunder.

Amendment: This Agreement may be amended only by written agreement of both Parties.

Assignment: Contractor shall not assign, in whole or in part, this Agreement, or any of Contractor's rights or obligations hereunder without the prior written approval of Dynegy. Any assignment other than as provided herein is null and void for all purposes. Subject to the foregoing, the Agreement and the covenants, obligations, undertakings, rights and benefits set forth herein shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

Exhibits: The following exhibits are a part of this Agreement and each Purchase Order:

<u>Exhibit A:</u>	Definitions
<u>Exhibit B:</u>	[Contractor's Product or Pricing Schedule]
<u>Exhibit C:</u>	Standard Purchase Order Terms and Conditions
<u>Exhibit D:</u>	[Contractor's Insurance Requirements]
<u>Exhibit E:</u>	[Additional Terms Applicable to Services at Dynegy Facilities]

Notices: Except as otherwise provided herein, all notices and communications made pursuant to this Agreement shall be made as specified below. All notices and communications are required to be in writing and shall be delivered in written form by letter, facsimile or other documentary form. Notice by hand delivery shall be deemed to have been received by the close of the day on which it was hand delivered or such earlier time confirmed by the receiving party. Notice by overnight mail or courier shall be deemed given on the date of delivery. Any notice made by facsimile shall be deemed received simultaneously with confirmation of receipt of transmission thereof if sent during business hours or at the start of the next business day if sent after business hours. Any party hereto may change its address, phone and facsimile numbers, or designation of contact persons by providing ten (10) days prior written notice in accordance with this paragraph.

DYNEGY:

Attention: _____

Contractor:

Attention: _____

With a Copy to:
601 Travis, Suite 1400
Houston, Texas 77002

With a Copy to:
ATTN: General Counsel
10701 South River Front Pkwy
South Jordan, UT 84095

Signed: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

DYNEGY:

DYNEGY ADMINISTRATIVE SERVICES COMPANY
a Delaware corporation

By: 
Name: Thomas M Hart
Title: Lead Purchasing Agent
Date: March 16, 2015.

Contractor:

HEADWATERS PLANT SERVICES
a Utah corporation

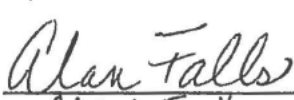
By: 
Name: ALAN FALLS
Title: Operations Director
Date: 12-9-2015

EXHIBIT A—Definitions

As used in this Agreement and any Purchase Order, except in those circumstances where the context expressly states another meaning, the following terms and expressions shall have the following meanings:

"Affiliate" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For purposes of this definition, "control" shall mean ownership, directly or indirectly, of fifty percent (50%) or more of either the outstanding voting stock of the controlled Person or any other ownership interest in the controlled Person if such interest has, directly or indirectly, the power to direct or cause the direction of the management and policies of such relevant Person.

"Applicable Laws" means all applicable laws, regulations, ordinances and other rules of any federal, state, municipality, territory, parish, county, local government or political subdivision thereof or any other duly constituted public authority having jurisdiction over Contractor, the Facilities, the Materials, or the performance of the Services.

"Buyer" means Dynegy or the Dynegy Affiliate issuing the Purchase Order.

"Buyer Indemnified Parties" means, Dynegy, Buyer, their parent and subsidiary companies as defined by the term "Affiliate," and all of its and their respective co-owners, partners, joint venturers, officers, directors, employees and agents.

"Claims" means all liabilities, judgments, costs (including court costs, reasonable attorneys' fees and costs of investigation), fines, penalties, expenses, damages, claims, suits and demands.

"Facilities" and "Site" are used interchangeably to mean means the facilities or location where the Services are performed.

"Materials" means all materials, parts or goods provided to Dynegy by Contractor under the Purchase Order.

"Party" means either Dynegy or Contractor. "Parties" shall mean both Dynegy and Contractor.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, unincorporated organization or any other legal entity.

"Services" means those obligations to be performed by Contractor for Dynegy pursuant to a Purchase Order.

"Subcontractors" means Contractor's subcontractors and suppliers of any tier. Contractor shall be entitled to retain any Subcontractors necessary to assist Contractor in the Services. The creation of any Subcontractor relationship shall not relieve Contractor of any of its obligations under this Agreement or any Purchase Order. Contractor shall be responsible for observance by all Subcontractors of all the provisions of this Agreement and any Purchase Order. Contractor shall be responsible for the acts or defaults of any Subcontractor as fully as if they were the acts or defaults of Contractor.

EXHIBIT B—Contractor's Product or Pricing Schedule

EXHIBIT C—Standard Purchase Order Terms and Conditions

1. **Contract:** This Purchase Order is a binding contract for the purchase of Materials or Services between the Persons listed as "Buyer" and "Contractor" therein. This Purchase Order requires Contractor to provide the Materials or Services on a non-exclusive basis solely under the written terms hereof.
2. **Pricing:** Subject to any discount or bulk pricing conditions in Agreement, the price shown in the Purchase Order is firm, unless otherwise indicated in writing therein.
3. **Relationship of the Parties:** Contractor is, and shall continue to be, an independent contractor, and any provisions of the Purchase Order which may appear to give Buyer the right to direct Contractor as to details of performing any Services, or to exercise a measure of control over Contractor's performance of the Services, shall be interpreted to mean that Contractor will follow the instructions of Buyer with respect to the results of the Services achieved only and not in the means whereby the Services are to be accomplished, and Contractor shall have complete and authoritative control as to the details of performing the Services. Neither the Agreement nor the Purchase Order are intended to create a partnership, joint venture or any other type of legal entity.
4. **Invoicing and Payment:** Unless otherwise stated in the Purchase Order, Contractor shall invoice Buyer on or before the fifteenth (15th) day of each month for all Services performed by Contractor during the prior month. All invoices must refer to the Purchase Order number and shall include sufficient line item detail and supporting documents for Buyer to reasonably verify the basis of the charges, including quantities and pricing. All invoices that include taxes to be paid by Buyer shall list such taxes as a separate line item on each invoice submitted for payment. Payment terms are net 60 days from the invoice date unless otherwise specified in the Purchase Order. In the event of a dispute or question regarding any invoice submitted by Contractor, (i) all amounts not disputed or in question shall be promptly paid as and when required by this section, (ii) Buyer shall promptly transmit to Contractor an explanation of the dispute or question, (iii) Buyer and Contractor shall immediately seek to resolve the dispute or question, and (iv) payment of any remaining amount shall be made within ten (10) days of when the dispute is resolved. Return of any invoice to Contractor for any reason not attributable to Buyer's fault including, without limitation, improper invoicing by Contractor, will extend the discount period (if applicable) and the payment period so that it commences on the date Buyer subsequently receives a proper invoice. Transportation charges paid by Contractor for Buyer's account must be shown separately on invoices and Contractor shall provide supporting documentation for transportation charges exceeding \$50.
5. **Packaging and Shipping of Materials/Risk of Loss:** Contractor shall: (i) efficiently and timely prepare Materials for pick up by the transportation carrier; (ii) be responsible for proper packaging, labeling and preparation for shipment and all labeling shall be in full compliance with all DOT, OSHA and Toxic Substances Control Act labeling requirements; (iii) include with each shipment or delivery a Material Safety Data Sheet for each item for which a Material Safety Data Sheet is required by applicable law or regulations; and (iv) conform to all Applicable Laws and regulations for the packaging, marking, handling and shipment of hazardous or dangerous materials. Materials shipped from non-US destinations shall be delivered DDP Buyer's destination specified on the applicable Purchase Order (INCOTERMS 2010). Delivery of domestic shipments shall be either EX WORKS Contractor's specified location or DAP Buyer's destination (INCOTERMS 2010) as specified on the applicable Purchase Order. Title and risk of loss shall pass from Contractor to Buyer upon delivery; however, passing of title shall not constitute acceptance of the Materials by Buyer. Contractor shall not substitute any Materials that have been specified by Buyer without authority from Buyer. All Materials furnished will be subject to Buyer's right of inspection and approval after delivery. Buyer reserves the right (payment notwithstanding) to reject and return, at Contractor's risk and expense, that portion of any shipment that may be defective or that fails to comply with Buyer's specifications or the warranties set forth in the Purchase Order. Neither acceptance nor payment by Buyer, nor its inspection or failure to inspect, limits or excludes Buyer's express warranties provided for in the Purchase Order or any warranties implied by law or waives any of Buyer's rights or remedies. Contractor shall not charge Buyer for packing, crating, lumber, etc. unless otherwise specified in the Purchase Order.
6. **Compliance with Laws and Safety Requirements:** Contractor agrees to comply with all Applicable Laws, and shall have a safety program that complies with all Applicable Laws and industry standards including, but not limited to, the application of OSHA safety and health regulations 29 C.F.R. part 1926 and 29 C.F.R. part 1910, and shall require compliance of the foregoing by all Subcontractors and suppliers at every tier. Further, Contractor agrees that the Materials or Services specified in the Purchase Order shall be or have been manufactured or performed, priced and sold in accordance with all Applicable Laws, including without limitation, the Fair Labor Standards Act, the equal opportunity clause set forth in 41 C.F.R. section 60-1.4(a), and the affirmative action clauses set forth in C.F.R. sections 60-250, 60-741.5, and other laws prohibiting the use of forced, child, prison, or slave labor. **CONTRACTOR AGREES THAT IT IS STRICTLY LIABLE FOR AND SHALL, WITHOUT LIMIT AND AT ITS OWN COST, INDEMNIFY, DEFEND AND HOLD HARMLESS THE BUYER INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS TO THE EXTENT RELATING TO A BREACH OF ANY APPLICABLE LAW.**
7. **Warranties:** Contractor represents and warrants that the Services will be performed in a good and workmanlike manner, in accordance with all specifications for the Services set forth in the Purchase Order, and in accordance with accepted industry practices prevailing at the time and place where the Services are being rendered. Contractor further represents and warrants that any Materials furnished under the Purchase Order are free from defects in design, workmanship and materials, are in compliance with all specifications for Materials set forth in the Purchase Order, and that unless otherwise specified are new and have not been previously used. If prior to completion of the Services or within one (1) year following the completion of the Services Buyer shall reasonably determine that: (i) Contractor has not performed the Services or supplied Materials that are in accordance with the standards set forth in this section, or (ii) Contractor has made a material error or omission in the performance of the Services, then Contractor, at its own expense, shall promptly undertake and complete such corrective action as is necessary to remedy the error, omission, defect, or non-conformance. If Contractor does not complete such required corrective action within sixty (60) days following receipt of written notice from Buyer that such corrective action is required, then Buyer may either perform such corrective action itself or hire one or more third parties to perform such corrective action and Contractor shall be liable to Buyer for the cost of such corrective action plus interest at the maximum rate permitted by law from the time such costs are incurred by Buyer until such costs are repaid by Contractor. No acceptance or payment by Buyer shall constitute a waiver of any of the foregoing warranties or Contractor's obligations hereunder. All manufacturer's warranties and remedies applicable to Materials shall be assigned and transferred to Buyer and Contractor agrees to fully assist and cooperate with Buyer in the enforcement of such warranties; provided, however, no such warranty shall in any way relieve Contractor from its obligations to Buyer with regard to any warranty under this section.

8. **INDEMNITY:** CONTRACTOR HEREBY ASSUMES THE ENTIRE LIABILITY FOR ITS OWN NEGLIGENCE AND FAULT AND THE NEGLIGENCE AND FAULT OF ITS OWN EMPLOYEES OR SUBCONTRACTORS. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE BUYER INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS TO THE EXTENT PREDICATED ON CONTRACTOR'S, ITS OWN EMPLOYEES' OR ITS SUBCONTRACTORS' NEGLIGENCE OR FAULT. THIS OBLIGATION TO INDEMNIFY AND HOLD HARMLESS IS NOT TO BE LIMITED BY OR TO THAT SUM THAT CONTRACTOR OWES PURSUANT TO ANY WORKER'S COMPENSATION LAW AND ANY DEFENSES ALLOWING CONTRACTOR TO LIMIT ITS OBLIGATION FOR CONTRIBUTION ARE HEREBY WAIVED. FURTHER, CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE BUYER INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS TO THE EXTENT ARISING UNDER SECTIONS 6, 9, 14 AND 15 AS STATED IN THOSE SECTIONS.
9. **Mechanic's Liens:** Contractor shall keep the premises and work free of all mechanic's and materialmen's liens, claims and encumbrances. Contractor agrees that final payment shall not become due and payable to Contractor until Contractor shall deliver to Buyer satisfactory releases, affidavits, satisfactions or waivers of all mechanic's and materialmen's liens, claims and encumbrances relating to the performance of the Services if requested to do so by Buyer. Final payment to Contractor shall not relieve Contractor of its obligation to discharge any lien filed before or after Contractor is paid for the Services and CONTRACTOR AGREES THAT IT IS STRICTLY LIABLE FOR AND SHALL, WITHOUT LIMIT AND AT ITS OWN COST, INDEMNIFY, DEFEND AND HOLD HARMLESS THE BUYER INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS FOR LIENS TO THE EXTENT ARISING OUT OF THE PERFORMANCE OF THE SERVICES.
10. **Termination for Default:** Each of the following shall constitute an event of default under the Purchase Order ("Event of Default"):
- 1) Either party shall fail in any material respect to comply with, observe, or perform, or shall default in any material respect, in the performance of the Services, provision of the Materials, payment of sums when due, or any of the terms and conditions of the Purchase Order;
 - 2) Any representation made by either party hereunder shall be false or incorrect in any material respect when made;
 - 3) Either party shall (a) apply for or consent to the appointment of a trustee, receiver, liquidator, custodian, or the like for itself or its properties, (b) be unable, or admit in writing the inability, to pay its debts as they mature, (c) make a general assignment for the benefit of its creditors, (d) commence a voluntary case under any chapter of the Bankruptcy Reform Act of 1978 or other applicable legal requirement, or file a petition, answer, or consent seeking reorganization or an answer admitting the material allegations or a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding, or fail to controvert in a timely and appropriate manner (or acquiesce in writing to) any such petition, or (e) take any action for the purpose of effecting any of the foregoing; or
 - 4) A proceeding or case shall be commenced without the application or consent of either party in any court of competent jurisdiction seeking: (a) such Party's liquidation, reorganization of its debts, dissolution, winding-up or the composition or readjustment of its debts; (b) the appointment of a receiver, custodian, liquidator or the like of all or any substantial part of its assets, or (c) similar relief under any law relating to bankruptcy, insolvency, reorganization of debts, winding-up, composition or adjustment of debt, and such proceeding shall remain in effect, for a period of one hundred twenty (120) days.

Upon the occurrence of an Event of Default, the Party not in default shall have the right to terminate the Purchase Order, or any other agreement between Buyer and Contractor, by delivery of written notice of such termination to Contractor, provided, however, if the Event of Default results from circumstances specified in subparagraph 1) above, Contractor shall have five (5) days following receipt of such notice to cure the Event of Default, or if such Event of Default is not capable of being cured within such five (5)-day period with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time, not to exceed thirty (30) days, so long as Contractor is exercising reasonable diligence to cure the default.

If the Purchase Order is terminated by Buyer pursuant to the preceding provision, the costs necessary for Buyer to complete the Services may, at Buyer's option:

(i) be deducted from the unpaid part, if any, of Contractor's compensation under the Purchase Order or any other contract between Buyer and Contractor ("Contractor's Compensation"); or

(ii) if such costs exceed the unpaid amount of Contractor's Compensation or if Contractor is being compensated on a time and materials basis, Contractor shall reimburse Buyer for all such costs within thirty (30) days of Contractor's receipt of Buyer's invoice for same.

In addition, Contractor shall refund to Buyer all prior payments made for Services under the Purchase Order or any other contract between Buyer and Contractor that do not meet the requirements of the Purchase Order or such other contract(s) between Buyer and Contractor. Upon termination, all rights and obligations under the terminated agreement(s) shall terminate and neither Party shall have any further obligation or liability thereunder to the other Party except for liabilities arising prior to or upon termination thereof and any other rights, obligations, or liabilities that expressly survive termination thereof.

11. **Termination for Convenience:** Either Party may terminate the Purchase Order or any other contract at any time for its sole convenience by giving the other Party at least sixty (60) days' prior written notice of such termination. Upon receipt of such notice of termination by Buyer, Contractor shall, unless otherwise requested by Buyer: (i) immediately stop performance of all Services; and (ii) immediately cancel any orders and commitments related to the performance of Services or purchase or delivery of Materials. In the event of such termination for convenience by Buyer, Buyer shall pay Contractor as a termination charge that portion of the total consideration specified in the Purchase Order equal to the portion of the Services completed, or Materials delivered, to Buyer's satisfaction prior to such termination, together with Contractor's actual, reasonable, and verifiable direct costs, if any, incurred in terminating the Services or contracts for Materials, less any payments made by Buyer prior to such termination. Contractor shall not be paid for any Services performed after receipt of any notice of termination unless specifically requested by Buyer, or for any costs incurred by Contractor's Subcontractors that Contractor could reasonably have avoided. Contractor shall have no further claim against Buyer on account of such termination.
12. **Force Majeure:** In the event of either Party hereto being rendered unable, wholly or in part, by force majeure to carry out its obligations under the Purchase Order, other than to make payments then or thereafter due hereunder, it is agreed that on such Party giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the

obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable and diligent dispatch by the Party claiming such in order to put itself in a position to carry out its obligations under the Purchase Order. The term "force majeure" shall mean any causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented including, but not limited to, any act of God, any strike or labor dispute, any act or omission of any government authority, explosions, fire, riot, war, and in Buyer's case, its need for the Services being reduced.

13. **Confidentiality:** In order for Contractor to provide Services or Materials under the Purchase Order, it may be necessary for Buyer to disclose to Contractor Buyer's confidential or proprietary business or technical information ("Buyer Proprietary Information"). For a period of three (3) years after the completion or termination of Services under the applicable Purchase Order, Contractor shall receive and maintain in strictest confidence the Buyer Proprietary Information and all copies thereof, and all notes, analyses, studies and other documents prepared by Contractor or its Representatives that contain or otherwise reflect the Buyer Proprietary Information (collectively the "Confidential Information") and will not disclose the Confidential Information to others, except as otherwise permitted under the terms of this section. Contractor will not use Confidential Information for any purpose other than the performance of the Services and delivery of the Materials and will disclose the Confidential Information only to those of its Representatives whom Contractor considers to have the need to know the Confidential Information for such purposes of providing the Services, each of whom shall be informed of the confidential nature of the Confidential Information and agree to comply with the terms of this section, and Contractor agrees to be responsible for any breach of this section by such Representatives. For purposes of this section, "Representatives" shall mean Contractor's officers, employees, agents, and Subcontractors.

The provisions of this section shall not apply to any portion of the Confidential Information:

(i) that was developed by Contractor and in Contractor's possession prior to Contractor's first receipt thereof directly or indirectly from Buyer;

(ii) that is now or hereafter becomes through no act or failure to act on Contractor's or any of Contractor's Representative's part generally available on a non-confidential basis to the public;

(iii) that was heretofore or hereafter furnished to Contractor by a source other than Buyer as a matter of right without restriction on disclosure; or

(iv) that is required by law to be publicly disclosed by Contractor; provided, however, that Contractor timely notifies Buyer of any such requirement in order to provide Buyer a reasonable opportunity to seek an appropriate protective order, and, in the event such protective order or other remedy is not obtained, Contractor agrees to furnish only that portion of the Confidential Information that Contractor is legally required to furnish.

Contractor shall, upon Buyer's request, return the Confidential Information to Buyer within thirty (30) days following receipt of Buyer's request or certify in writing by an officer or authorized agent of Contractor that the Confidential Information has been destroyed. This provision shall be extended to and required of Contractor's Subcontractors for the specific and expressed benefit of Buyer.

14. **Intellectual Property; Claims for Infringement:** All work product developed by Contractor under the Purchase Order, including but not limited to designs, technical data, reports, blueprints, drawings and customized tooling and dies, shall be Buyer's property and may be used, disclosed, or transferred by Buyer in any manner it finds appropriate. Any and all work product shall be considered "Work for Hire" under applicable U.S. Copyright laws and be turned over to Buyer upon request or upon completion or termination of Services under a Purchase Order. Contractor will hold the same in confidence pursuant to the terms of the previous section and will not use same for any purpose other than the performance of the Services.

All inventions, discoveries, and improvements, patentable and unpatentable, that are made or conceived by Contractor's personnel arising out of the performance of the Services, including all patent rights therein and all copyrights in materials related thereto, both domestic and foreign, shall belong to Contractor.

Contractor warrants that the Services and Contractor's work product will not infringe on any copyright, patent, or trade secret. CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE BUYER INDEMNIFIED PARTIES AGAINST ALL CLAIMS FOR ANY COPYRIGHT OR PATENT INFRINGEMENT OR MISAPPROPRIATION OF A TRADE SECRET, TO THE EXTENT ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES, INCLUDING BUYER'S USE OF ANY DESIGNS OR OTHER WORK PRODUCT DEVELOPED BY CONTRACTOR, AND CONTRACTOR SHALL REIMBURSE THE BUYER INDEMNIFIED PARTIES FULLY FOR ANY ROYALTIES, DAMAGES OR OTHER PAYMENTS THAT A BUYER INDEMNIFIED PARTY SHALL BE OBLIGATED TO PAY. In the event Buyer's use of any work product developed by Contractor is interrupted as a result of such a claim, then Contractor shall either (i) procure for Buyer, at no cost to Buyer, the right to continue using the infringing work product as though it were non-infringing, or (ii) replace or modify the infringing work product with a work product that is non-infringing and that does not violate the property rights of others. The Buyer Indemnified Parties shall have the right to be present and represented by counsel, at its own expense, at all times during litigation or other discussions relating to claims under this provision. Neither Contractor nor a Buyer Indemnified Party shall settle or compromise any such litigation without the consent of the other if such settlement or compromise obligates the other to make any payment or part with any property or assume any obligation or grant any license or other rights or be subject to any injunction by reason of such settlement or compromise.

If Buyer specifically so requests in writing, Contractor, at its sole cost and expense, shall furnish a written opinion prepared by Contractor's legal counsel stating that any designs included in the Services do not infringe on patents in force, or pending. This provision shall be extended to and be required of Contractor's Subcontractors for the specific and expressed benefit of Buyer.

15. **Taxes:** Contractor shall be fully responsible for all state and federal income taxes, pension benefits, social security taxes, employment, disability and other customary insurance and for any other taxes or payments which may be due and owing by Contractor or which are the result of fees or amounts paid by Buyer to Contractor under the Purchase Order. CONTRACTOR AGREES THAT IT IS LIABLE FOR AND SHALL, WITHOUT LIMIT AND AT ITS OWN COST, INDEMNIFY, DEFEND AND HOLD HARMLESS THE BUYER

INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS TO THE EXTENT RESULTING FROM CONTRACTOR'S FAILURE TO PAY ANY TAXES THAT ARE CONTRACTOR'S RESPONSIBILITY UNDER THIS SECTION.

16. **Right to Audit:** Contractor shall, and ensure that its Subcontractors shall, maintain a true and correct set of records pertaining to all activities relating to the Materials or its performance of the Services and all transactions related thereto in a manner which is commercially reasonable and in line with industry best practices as well as in automated or electronic form. Contractor further agrees, and shall ensure that its Subcontractors agree, to retain all such records for a period of not less than three (3) years after the completion or termination of Services under a Purchase Order. Contractor agrees that all records pertaining to charges made to Buyer under the Purchase Order will be subject to audit by Buyer or representatives of Buyer, or its representatives, shall have access to Contractor's facilities and shall be provided adequate and appropriate workspace in order to conduct audits during Contractor's normal business hours. Buyer shall have the right to interview current and former Contractor employees as part of any such audit. Should errors, overcharges or undercharges occur, reimbursement shall be made to the appropriate Party.

17. **Governing Law, Jurisdiction and Venue:** The Purchase Order shall be governed and construed in accordance with the laws of the State of Texas except for any such law that would direct the application of the law of a different jurisdiction; *provided, however*, that any portion of the Services to be provided hereunder that take place in, upon or over the navigable waters of the United States of America shall be governed and controlled exclusively by the General Maritime Law of the United States of America.

or,

If the Services being performed under the Purchase Order are being performed in or the Materials delivered to the State of Illinois, then the following language shall apply: The Purchase Order shall be governed and construed in accordance with the laws of the State of Illinois except for any such law that would direct the application of the law of a different jurisdiction.

In either event, the Parties consent to personal jurisdiction in any action brought in any court, federal or state, within Harris County, Texas, having subject matter jurisdiction arising under the Agreement or the Purchase Order and with respect to any such claim the Parties irrevocably waive, to the fullest extent permitted by law, any claim, or any objection they may now or hereafter have, that venue is not proper with respect to any such suit, action, or proceeding brought in such a court in Harris County, Texas, including any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum and any claim that a Party is not subject to personal jurisdiction or service of process in such Harris County forum.

18. **Assignment:** Contractor shall not assign, in whole or in part, the Purchase Order, or any of Contractor's rights or obligations hereunder without the prior written approval of Buyer. An assignment other than as provided in the previous sentence is null and void for all purposes. Subject to the foregoing, the Purchase Order and the covenants, obligations, undertakings, rights and benefits set forth herein shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

19. **Miscellaneous:** Contractor and Buyer further agree as follows:

- (a) To refrain from making or causing to be made, any public announcement, advertisement, or news release of any kind concerning the Agreement or the Purchase Order without the prior written permission of Buyer; and
- (b) That there are no additional conditions other than those stated on the Purchase Order or the Agreement; and
- (c) That Contractor has fully read, understands and accepts these terms and conditions in their entirety and without modification; and
- (d) That all provisions of the Purchase Order pertaining to warranties, taxes, audits, intellectual property, confidentiality, indemnity, limitations of liability, choice of law, and jurisdiction are continuing obligations which shall survive completion and acceptance of any Materials or Services or the termination of this the Purchase Order howsoever brought about for an unlimited period of time; and
- (e) That no waiver by either Party of the performance of any provision, condition or requirement of the Purchase Order shall be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition or requirement of the Purchase Order; nor shall it be deemed to be a waiver of, or in any manner release the other Party from future performance of the same provision, condition, or requirement; nor shall any delay or omission of a Party in exercising any right hereunder in any manner impair the exercise of any such right or any like right accruing to it thereafter, and no waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver; and
- (f) That if any provision of the Agreement or the Purchase Order is held to be illegal, invalid, or unenforceable and such invalidity or unenforceability does not have a material and substantial negative impact on the rights, duties and obligations of either Party hereto (i) such provision will be fully severable, (ii) the Agreement or the Purchase Order, as applicable, will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part thereof, and (iii) the remaining provisions thereof will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; furthermore, (1) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically thereto a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and as may be legal, valid, and enforceable and (2) such illegality, invalidity or unenforceability shall not affect the validity or enforceability in that jurisdiction of any other provision of the Agreement or the Purchase Order nor the validity or enforceability in other jurisdictions of that or any other provision thereof.

EXHIBIT D—Insurance Requirements for Contractor

Dynegy and Contractor agree that these additional terms shall apply only when Services are performed by Contractor at the Site (including, but not limited to, the delivery of Material thereto):

1. For so long as Services are performed under any Purchase Order;

(a) Contractor agrees to procure and maintain, and shall require its Subcontractors to procure and maintain, insurance coverages with reputable insurers. All insurance policies procured and maintained by Contractor must be written with insurance companies licensed to do business in the state where the work will be performed, and carry a rating of A- VII or better as shown in the most current issue of A.M. Best's Key Rating Guide, under forms of policies satisfactory to Buyer, in the kinds and amounts as set forth below:

- (i) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident and including, when applicable, full coverage for maritime obligations, the United States Longshoremen's and Harbor Worker's Compensation Act,
- (ii) Employer's Liability Insurance to include alternate employer, all states and in rem (if applicable) coverage, in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit, except for offshore work or other work entailing maritime or U.S. Longshoremen's and Harbor Worker's Compensation Act obligations, in which case limits shall be carried of not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
- (iii) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of \$1,000,000 per occurrence (\$2,000,000 Aggregate) on ISO Coverage Form CG 00 01 (or equivalent), such coverage to include products/completed operations liability, premises/operations, broad form bodily injury and property damage, personal AND ADVERTISING injury, in rem (if applicable), explosion, blanket contractual liability covering the obligations assumed by Contractor herein and sudden and accidental pollution liability with respect to Contractor and its Subcontractors.
- (iv) Business Automobile Liability Insurance covering all owned, non-owned (including Dynegy vehicles), leased, rented, and hired motor vehicles, including coverage for loading and unloading, used in the performance of this Agreement, with limits of not less than \$1,000,000 combined single limit.
- (v) Unless another amount is required in a specific Purchase Order, Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in subsections ii, iii and iv above.
- (vi) Contractors Pollution Legal Liability that responds to sudden, accidental and gradual Pollution conditions with limits of \$10,000,000 on an occurrence basis with an endorsement for Transportation of Hazardous Waste Cargo. (if applicable)

(b) All required insurance maintained by Contractor or its Subcontractors shall:

- (i) name each Buyer Indemnified Party an Additional Insured with CG20101001 AND CG20371001 or equivalent Additional Insured Endorsement, except Worker's Compensation or Employer's Liability insurance;

- (ii) be endorsed to be Primary to any other insurance policies carried by any Buyer Indemnified Party with respect to Contractor's operations;
- (iii) should any of the above described policies be cancelled before the expiration date thereof, notice should be delivered in accordance with the policy provisions; and

(c) Except where prohibited by law, all policies of insurance pertaining to this Agreement which are procured, held or maintained by Contractor or any Subcontractor, whether required by this Agreement or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against the Buyer Indemnified Parties.

(d) Contractor shall:

- (i) endeavor to notify Buyer upon learning of a possible damage claim that might cause a reduction below seventy-five percent (75%) of any aggregate limit of any policy;
- (ii) prior to commencing Services under a specific Purchase Order entered into under this Agreement, provide to Dynegy Certificates of Insurance for itself and each of its Subcontractors on a standard ACORD form signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein for Buyer and each entity required to be named as an Additional Insured herein; and
- (iii) deliver, or require to be delivered, to Dynegy a renewal certificate not less than ten (10) days before policy expiration.

(e) Except where prohibited by law, Contractor may, at its election and upon prior written approval of Dynegy, self-insure as to any of the insurance coverages required by this Exhibit, and in such case shall administer any claims in the same manner as would be adjusted and administered under an industry standard form policy meeting the above coverage requirements.

2. Liability of Contractor under this Agreement or any applicable Purchase Order, including the Indemnity and hold harmless provisions or otherwise at law, shall not be limited to or by the insurance Contractor is required to provide as set forth above.

Exhibit E--Additional Terms Applicable to Services at Dynegy Facilities

Dynegy and Contractor agree that these additional terms shall apply only when Services are performed by Contractor at the Site (including, but not limited to, the delivery of Material thereto):

1. SITE ACCESS

Buyer is concerned with the safety of its employees, contractors and visitors while on its Site, and imposes certain reasonable restrictions in an attempt to insure their safety. In recognition of these concerns, Buyer may require Contractor and its agents, employees and representatives (collectively, "Reps") to comply with any and all policies, directions and safety requirements/instructions, verbal, written, or otherwise, while at the Site, as communicated to Contractor and its Reps by Buyer, directly or indirectly.

2. COMPANY'S EMPLOYEES AND SUBCONTRACTORS

If, in Buyer's sole judgment it is desirable, Contractor, at Buyer's request, shall remove any of Contractor's Reps or Subcontractor performing the Services or at the Site. **BUYER SHALL HAVE NO LIABILITY TO CONTRACTOR AND CONTRACTOR AGREES, WITHOUT LIMIT AND AT ITS OWN COST, TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS TO THE EXTENT ARISING OUT OF OR RESULTING FROM ANY SUCH REMOVAL.**

3. SCOPE OF ACTIVITIES

3.1 Prior to being granted access to the Site, Contractor must provide Buyer a list of its Reps and Subcontractors who will participate in the each of the Services. Buyer, in its sole discretion, may refuse or withdraw Contractor permission to conduct any particular Services, or limit the scope thereof, at any time.

3.2 Any photographs taken by Contractor or its representatives: (i) shall only be taken from the locations, and of the Services, designated by Buyer; (ii) shall promptly be provided to Buyer for review; and (iii) any of such photographs designated by Buyer shall be destroyed (including deletion of any electronic files thereof). Prior to any use of such photographs, Contractor shall notify Buyer of its desire to use such photographs, the specific use to be made of the photographs, and obtain Buyer's written consent to such use, such consent not to be unreasonably withheld, conditioned, or delayed.

4. CONTRACTORS'S ADDITIONAL OBLIGATIONS

4.1 Contractor's Reps or Subcontractors shall furnish all materials, labor, supervision, tools, equipment, facilities, services and transportation necessary to perform the Services. All Reps and Subcontractors shall be duly qualified and experienced in their respective capacities. All Reps and Subcontractors will provide their own Personnel Protective Equipment ("PPE"), which will include, at minimum, hard hats, safety glasses, safety boots, and other appropriate equipment. Contractor's Reps and Subcontractors will be responsible for any special safety harness for fall protection or any other specialty PPE items.

4.2 Contractor shall provide to Buyer the ability to monitor Contractor's activities under this Agreement.

4.3 Prior to coming on Site to conduct any of the Services, Contractor shall have scheduled the Services with Buyer's approval.

4.4 Buyer makes no representation or warranty as to the condition of the Site, including surface and subsurface conditions. Contractor, its Reps and Subcontractors shall rely solely on their own examination and investigation to determine the condition of the Site.

4.5 If any portion of the Services will result in waste materials, Contractor must, prior to conducting such Services, notify Buyer: a) what waste materials will be generated, b) the classification of the waste materials, c) the approximate quantity of the waste materials, and d) in what manner Contractor will dispose of such waste materials.

4.6 Contractor shall cause its Reps and Subcontractors to sign the Acknowledgement attached hereto as **Annex 1** prior to their entry onto the Site.

4.7 Contractor shall provide Buyer with a copy of any reports, materials, photos, or other documents resulting from the Services it performs.

4.8 Contractor shall promptly advise Buyer of any damage to property or injuries to persons, including employees of Contractor or any Subcontractor or Rep, occurring during the Services.

5. PERMIT SPACE ENTRY

Contractor acknowledges that if the Services involve permit space entry, such entry will be made only by Contractor Reps and Subcontractors, and that Contractor is fully and solely responsible for making sure all of its Reps and Subcontractors have the proper training, PPE and comply with the permit space requirements of 29 CFR 1910.46 and any other applicable OSHA requirements or other applicable laws. **CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS BUYER INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, PENALTIES, ATTORNEYS' FEES AND EXPENSES TO THE EXTENT ARISING OUT OF, RELATING TO, OR RESULTING FROM PERMIT-REQUIRED CONFINED SPACE ENTRY AS A RESULT OF THE INVESTIGATIONS PERFORMED BY CONTRACTOR, ITS REPS, ITS AGENTS, ITS EMPLOYEES, ITS SUBCONTRACTORS, AND ANY PERSON OR ENTITY HAVING A CONTRACT WITH ANY OF ITS SUBCONTRACTORS.**

6. LIABILITY AND INDEMNITY

NOTWITHSTANDING THE PROVISIONS OF SECTION 8 OF THE STANDARD PURCHASE ORDER TERMS AND CONDITIONS, BUT IN ADDITION TO ALL OTHER SPECIFIC INDEMNITY PROVISIONS SET FORTH HEREIN AND THEREIN, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS BUYER INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, ATTORNEYS' FEES AND EXPENSES ARISING OUT OF, RELATING TO, OR RESULTING FROM THE ACTIVITIES PERFORMED BY CONTRACTOR, ITS AGENTS, ITS EMPLOYEES, ITS SUBCONTRACTORS, AND ANY PERSON OR ENTITY HAVING A CONTRACT WITH ANY OF ITS SUBCONTRACTORS. CONTRACTOR HEREBY AGREES TO REMAIN FULLY LIABLE FOR ALL LOSS, DAMAGE AND COSTS INCURRED BY ANY BUYER INDEMNIFIED PARTY WHICH ARE CAUSED OR CONTRIBUTED TO BY ANY ACT OR OMISSION OF CONTRACTOR, OR ITS REPS, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS AS DESCRIBED HEREIN. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, CONTRACTOR AGREES THAT IT IS STRICTLY LIABLE FOR AND SHALL, WITHOUT LIMIT AND AT ITS OWN COST, RELEASE, INDEMNIFY, DEFEND AND HOLD THE BUYER INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ALL CLAIMS FOR INJURY TO, ILLNESS OR DEATH OF ANY EMPLOYEE OR AGENT TO THE EXTENT OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR REPS, OR LOSS OF OR DAMAGE TO ANY PROPERTY OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR REPS OR ANY OF THEIR EMPLOYEES OR AGENTS, OCCURRING IN CONNECTION WITH THE ACTIVITIES.

THE INDEMNITIES IN THIS SECTION 6 ARE LIMITED TO THE EXTENT NECESSARY TO COMPLY WITH ALL APPLICABLE LAWS AND THIS SECTION 6 IS DEEMED TO BE AMENDED SO AS TO COMPLY WITH APPLICABLE LAWS TO THE EXTENT SUCH REQUIREMENTS ARE AT VARIANCE WITH THESE TERMS AND CONDITIONS.

ANNEX 1

Additional Terms Applicable to Services at Dynegy Facilities

ACKNOWLEDGEMENT AGREEMENT

I, _____, acknowledge and agree that:

1. I will be a Rep/Subcontractor of _____ ("Contractor") for certain services and activities to be performed for Company at Dynegy _____ Power Station plant (the "Services");
2. I have read and fully understands the terms and conditions of the Additional Terms Applicable to Services at Dynegy Facilities entered into by Company on _____, 2013 (the "Access Terms"); and
3. In consideration of my employment as a Rep/Subcontractor for the Services, and being granted access to Dynegy _____ power station plant to perform the Services, I agree to be bound by the terms and conditions of the Access Terms to the same extent as, and as if I were a signatory thereof.

IN WITNESS WHEREOF, the undersigned has executed this Acknowledgement as of this ____ day of _____, 2013.

Printed Name: _____

Address: _____

Date: _____

Training Detail Report

5/26/2016 12:48:01 PM

Powered by Otis

1/1/2014 to 12/31/2014

**employer documentation training reports;
pages 75-89; executive order 12600;
Headwaters objects to release of
documents**



Training records available for this report reflect worker training from 1995 to present; Some
Historical records available for select years may not be available
Training History Report (Standard Version)

All Controlling Departments

employer documentation training reports; pages
75-89; executive order 12600: headwaters objects
to release of documents



Training records available for this report reflect worker training from 1995 to present; Some
data may not be available for all years.
Training History Report (Standard Version)

employer documentation training reports; pages
75-89; executive order 12600; headwaters
objects to release of documents



Training records available for this report reflect worker training from 1995 to present. Some
records available for training prior to 1995 may not be available.
Training History Report (Standard Version)

employer documentation training reports; pages
75-89; executive order 12600



DYNEGY

Activity Completion Post Load Request

employer documentation training reports; pages 75-89; executive order 12600



DYNEGY

Activity Completion Post Load Request

employer documentation training reports; pages 75-89; executive order
12600

Training Transcript

5/26/2016 12:27:53 PM

Powered by Otis

01/01/2015 to 12/31/2016

employer documentation training reports; pages 75-89; executive order 12600



DYNEGY

Activity Completion Post Load Request

employer documentation training reports; pages
75-89; executive order 12600



DYNEGY

Activity Completion Post Load Request

employer documentation training reports; pages
75-89; executive order 12600



Activity Completion Post Load Request

employer documentation training reports; pages 75-89; executive
order 12600



Activity Completion Post Load Request

employer documentation training reports; pages 75-89; executive
order 12600



DYNEGY

Activity Completion Post Load Request

employer documentation training reports; pages 75-89; executive order
12600



DYNEGY

Activity Completion Post Load Request

employer documentation training reports; pages 75-89; executive
order 12600



DYNEGY

Activity Completion Post Load Request

employer documentation training reports; pages 75-89; executive order
12600

Activity Completion Post Load Request



employer documentation training reports;
pages 75-89; executive order 12600

Cranes and Rigging

**employer documentation; page 90-92;
executive order 12600; Headwaters
objects to release of documents**

Cranes and Rigging Management Overview

employer documentation; page 90-92; executive order 12600

Inclement Weather Mobile Crane Operation

employer documentation; page 90-92; executive order 12600

SAFE WORK PRACTICES 2013

employer documentation; page 93-94; executive
order 12600; Headwaters objects to release of
documents

Safe Work Practices

employer documentation; page 93-94; executive order 12600

employer documentation; pages 95-112;
executive order 12600; Headwaters
objects to release of documents

SLING INSPECTION REPORT

employer documentation; pages 95-112; executive order 12600

employer documentation; pages 95-112; executive order 12600

employer documentation; pages 95-112; executive order 12600

F&M MAFCO Inc.

SLING INSPECTION REPORT

employer documentation; pages 95-112; executive order 12600

SLING INSPECTION REPORT

employer documentation; pages 95-112; executive order 12600

SLING INSPECTION REPORT

employer documentation; pages 95-112; executive order 12600



SLING INSPECTION REPORT

Page No. ____1__

employer documentation; pages 95-112; executive order 12600

SLING INSPECTION REPORT

employer documentation; pages 95-112; executive order 12600

employer documentation; pages 95-112;
executive order 12600

employer documentation; pages 95-112;
executive order 12600

employer documentation; pages 95-112; executive order
12600

employer documentation; pages 95-112;
executive order 12600

employer documentation; pages 95-112; executive order
12600

employer documentation; pages
95-112; executive order 12600

Safe Work Practices

employer documentation; pages 95-112; executive
order 12600

employer documentation; pages
95-112; executive order 12600

employer documentation; pages 95-112; executive order
12600

**Construction Industry
Employer Information/Document Request**

Injury & Illness Recordkeeping Information Request

____ OSHA 300 Injury & Illness Log for calendar years 20 13, 20 14, 20 15, and 20 16 YTD

____ OSHA 300A Summary of Work Related Injury & Illnesses for calendar years 20 13, 20 14, & 20 15
+ 2016 YTD.

☒ OSHA 301 for _____

Health & Safety Programs Request

____ Fall Protection Plan ____ Site Safety Plan ____ Hazard Communication Program

____ Respiratory Protection Program ____ Confined Space Program ____ Lockout/Tagout Program

Other Records Request

____ Hazard Communication Training ____ Forklift Training Records ____ Fall Protection Training Records

____ PPE Hazard Assessments ____ Respiratory Protection Training ____ Respirator Medical Evaluations

____ Employee Discipline (____ years) STRAPS - RIGGING TRAINING

This does not constitute a full request of documentation.

U.S. Department of Labor
Occupational Safety and Health Administration



INTERVIEW STATEMENT

Date: JUNE 8, 2016

Time: 9:45 AM

employee statement; 7c

Do

employee statement; 7c

CSHO NOTES

- DYNEGY
Employee Interview 5-25-16 STATED HE
DID A CALCULATION OF THE STRAPS, SHACKLES,
& DOZER VS EXCAVATOR & WAS AWARE THE
STRAPS WERE NOT ADEQUATE TO PULL THIS
WAS DONE AFTER THE ACCIDENT.
- Employer Agrees The Scope of Work
WAS Construction Industry STANDARDS.
OPEN CONF NOTES.
- WAS TOLD by Management STRAPS
WERE "NEW".
- Employee [REDACTED] #7c WAS NOT DIRECTING
EMPLOYEES FROM HPS. DOC.
- Provide Brief Summary of Accident &
Photos - Employee AUTUMOR MCDONNELL
5-31-16.
 - Need Don Whitson P.O.C. F&F
Jason Kinzel (LAWYER)
JOHN FISCHER (SAFETY)
 - = ANNUAL INSPECTION ON STRAPS
- Provide S&H program on DISC.
- TRAINING RECORDS

U.S. Department of Labor
Occupational Safety and Health Administration



INTERVIEW STATEMENT

Date: 5-25-16

Time: 2:28 pm

employee statement; 7c

or
his

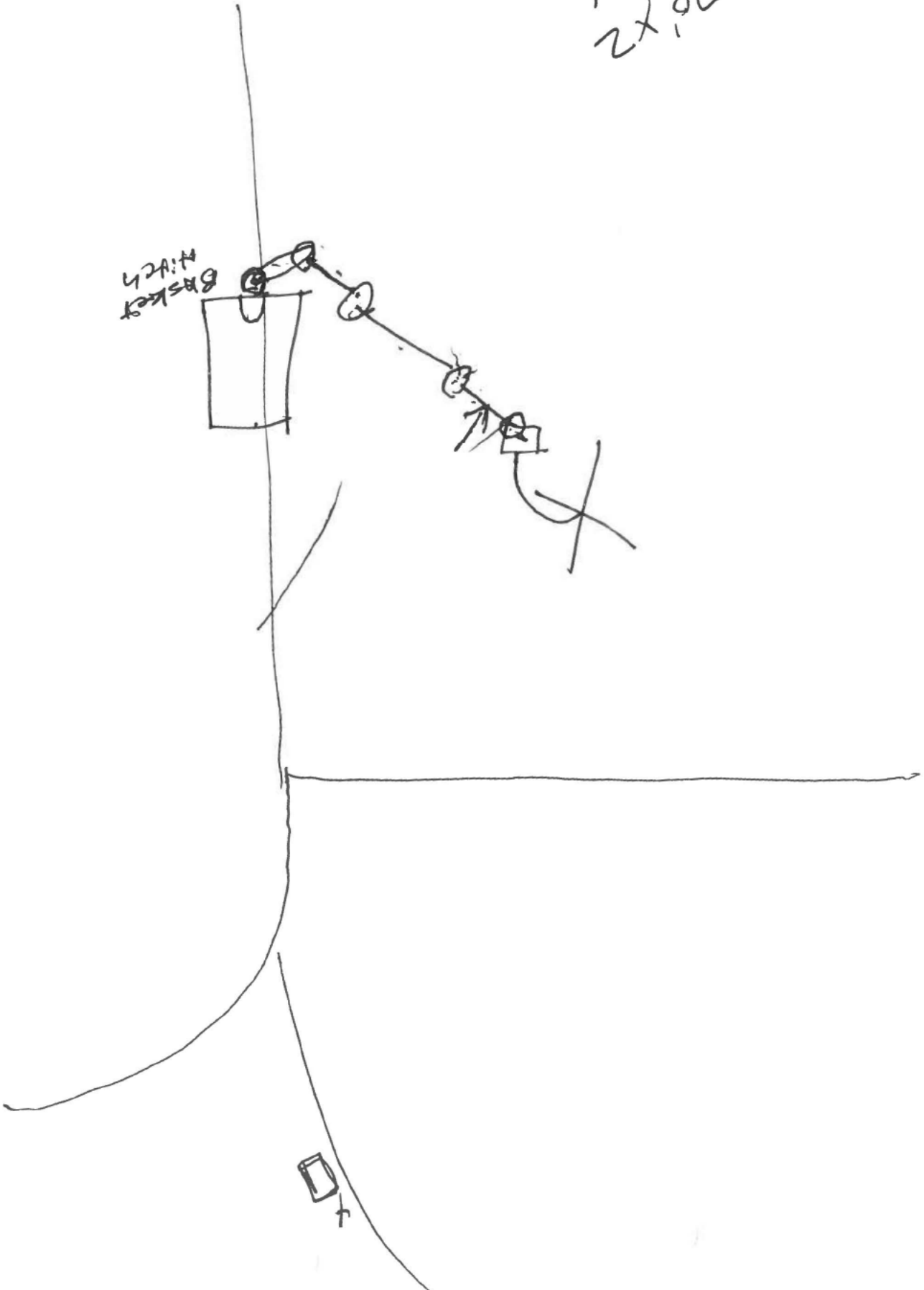
ve

employee statement; 7c

employee signature; 7c

16x1
30x1
20x2

Basket
Nitch



Employee Interview Sheet

Today's Date: _____

Time: _____

Name: _____

Employer: _____

Nombre: _____

Empleador: _____

Home Address: _____

Domicilio: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Ciudad: _____

Estado: _____

Código postal: _____

Número de teléfono: _____

WorkTrade: _____

Job Position: _____

Trabajo Comercio: _____

Puesto de trabajo: _____

Years' Experience: _____

How long have you been with this company?

De experiencia años: _____

Cuánto tiempo lleva trabajando con esta empresa? _____

If yes, what union:

Union? ☐ Yes ☐ No *En caso afirmativo, qué Unión:* _____ Local #: _____

What time did you start work today?

What task were you working on?

A qué hora de empezar a trabajar hoy? _____ *Qué estabas trabajando?* _____

1. What safety training have you had? *Que tipo de entrenamiento de seguridad has tenido?*

2. Who gave you the safety training? *Quién te entrenó?*

3. When did you get the safety training? *Cuándo recibiste las instrucciones?*

4. What work are you doing today? *Qué trabajo están haciendo hoy?*

5. Who assigned you this work? *Que ha asignado ese trabajo?*

NOTES: _____

Entiendo que en la medida permitida por la ley, mi identidad como el proveedor de esta declaración se llevará a cabo en la confianza. Si soy llamado a declarar en un procedimiento judicial, mi identidad como el dador de declaración será revelada de acuerdo con las normas procesales aplicables. El contenido de esta declaración y mi identidad puede ser revelada a otras agencias policiales federales, de acuerdo con reglas del Departamento de Trabajo y procedimientos. Esta declaración puede ser objeto de divulgación, de acuerdo con la legislación aplicable (s) y política de la agencia.

He leído y tenido la oportunidad de corregir esta declaración y los hechos son verdaderos y correctos a lo mejor de mi conocimiento y creencia. Ley Pública 91-596, el párrafo 17 (g) lo convierte en un delito de hacer una declaración falsa a sabiendas de la falsedad de esta declaración.

Signature *Firma* _____

Date _____

cshe id; 7c

United States of America
DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION



Witness Statement

I understand that to the extent permissible by law, my identity as the provider of this statement will be held in confidence. If I am called to testify in a court proceeding, my identity as the statement giver will be disclosed in accordance with applicable court rules. The content of this statement and my identity may be disclosed to other federal law enforcement agencies in accordance with Department of Labor rules and procedures. This statement may be subject to disclosure in accordance with applicable statute(s) and agency policy.

employee statement; 7c



Date: _____

Page ___ of ___

CONTINUATION OF STATEMENT OF _____

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

I have read and had the opportunity to correct this statement and these facts are true and correct to the best of my knowledge and belief. Public Law 91-596, Paragraph 17(g) makes it a criminal offense to knowingly make a false statement or misrepresentation in this statement.

Signature

Taken By

Date: _____

Page ___ of ___

U.S. Department of Labor
Occupational Safety and Health Administration



INTERVIEW STATEMENT

Date: 5/31/16

Time: 10:29 AM

employee statement; 7c

employee statement; 7c

United States of America
DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION



Witness Statement

I understand that to the extent permissible by law, my identity as the provider of this statement will be held in confidence. If I am called to testify in a court proceeding, my identity as the statement giver will be disclosed in accordance with applicable court rules. The content of this statement and my identity may be disclosed to other federal law enforcement agencies in accordance with Department of Labor rules and procedures. This statement may be subject to disclosure in accordance with applicable statute(s) and agency policy.

employee statement; 7c



employee statement; 7c

10 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____

I have read and had the opportunity to correct this statement and these facts are true and correct to the best of my knowledge and belief. Public Law 91-596, Paragraph 17(g) makes it a criminal offense to knowingly make a false statement or misrepresentation in this statement.

Carla McDaniell

Signature

cscho; id
7c

Taken By

Date: 5/31/16

Page 2 of 2

Construction Industry
Employer & Job Site Information

Company Information

Complete Legal Company Name: DYNEGY MIAMI FORT, LLC
Office Address: 11021 BROWER RD City NORTH BEND State OH Zip 45052
Legal Entity: Corporation ☒ Partnership _____ Sole Proprietorship _____
Controlling Corporation (if applicable): DYNEGY, INC.
Previous Company Name (if applicable): _____
Tax ID # / Employer Identification: #4
No. employees onsite: 83 No. employees employed in the entire company: 146
Has the Company been inspected by OSHA in the last three years? Yes _____ No ☒ Not Sure _____

Site Information

Name of Site: MIAMI FORT, LLC
Site Address 11021 Brower Rd City N. Bend State OH Zip 45052
Type of Work being conducted on site: LANDFILL GRADING
General Contractor _____ Contract Manager _____ Sub-Contractor ☒ Prime Contractor _____
Date Started May 14 Finish _____ % Complete _____
Electrical: Permanent _____ Temporary _____ Building Permit: Residential _____ Commercial ☒
Foreman on site: yes Person in charge of safety on site: Mr. Jolley
Union: No ☒ Yes _____ Union Name _____ Local # _____

Health & Safety Programs

Written Safety Program	Yes <input checked="" type="checkbox"/> No _____	Jobsite Safety Meetings	Yes _____ No _____
Jobsite Safety Inspections	Yes <input checked="" type="checkbox"/> No _____	OSHA Poster on Site	Yes _____ No _____
Hazard Communication	Yes _____ No _____	First Aid Kits	Yes _____ No _____
Lockout/Tagout	Yes _____ No _____	Emergency Numbers Posted	Yes _____ No _____
Plan for Fire	Yes _____ No _____	Distance to Emergency Care:	_____

Opening Conference Workshop

U. S. Department of Labor
Occupational Safety and Health Administration



Rpt. ID	Complaint Nr.	Referral Nr.	CSHO Ins #	CSHO ID	OIS Inspection Nr.
				7c	
Establishment Name					
Site Address			Site Phone		Site FAX
Mailing Address			Mail Phone		Mail FAX
Controlling Corp.			Employer ID/ FED ID		
Number of Employees	Number Of Covered Employees	Number of Employees Controlled by Employer	SIC Code	NAICS Code	Interstate Commerce
Entry		Opening Conference		Walk-Around	EXIT
Date	Time	Date	Time	Time	Time
Employer Representatives Contracted Function Codes. I=Credentials Presented O=Opening Conference C=Closing Conference M=Other Mgmt Official	Name		Title	Function	Walk-Around
	Name		Title	Function	Walk-Around
	Name		Title	Function	Walk-Around
Employee Representation OSH Act 8(e) Employee Participation	Union Name		Representative Name		Tele. No.
	Local No	Tele. No	Organization	Title	
	Address		Home Address		
Inform Employer of:	<input type="checkbox"/> Walkthrough (items on complaint, plain site, issues identified by employees, possible referrals to CSHOs) <input type="checkbox"/> Expansion may occur based on info from records, program review, & walk-around inspection – 8(f)(2) <input type="checkbox"/> Trade Secret/Proprietary information disclaimer , Pictures & Video – Section 15		<input type="checkbox"/> Pictures and videotaping (recording sound) <input type="checkbox"/> Confidential/Private employee interviews – 8(a)(2) <input type="checkbox"/> Employee Rights – 11(c) <input type="checkbox"/> Outside contactors on site <input type="checkbox"/> Safety and Health Program Evaluation <input type="checkbox"/> Closing conference (describe any apparent violations found and other pertinent issues)		
PPE Required	<input type="checkbox"/> Hard Hat <input type="checkbox"/> Steel Toe Boots/Shoes <input type="checkbox"/> Safety Glasses <input type="checkbox"/> Safety Goggles <input type="checkbox"/> Tyvek Suite <input type="checkbox"/> Respirators <input type="checkbox"/> Hearing Protection <input type="checkbox"/> Other.				

CSHO NOTES-

[The page contains faint horizontal lines, suggesting it was part of a lined notebook or document.]



U.S. Department of Labor

OSHA IntraNet

intranet.osha.gov

[Labornet](#) |
[RegionNet](#)Search: on **OSHA**
Public Site[Advanced Search](#)**Establishment Search Results - DYNEGY MIAMI FORT LLC**

Details for the inspections listed below may be obtained in two ways. The first method is simply following the inspection activity number link. The second method is marking the check boxes for selected inspections and pressing the *Get Detail* button. Information relevant to the selected cases will be returned and may then be browsed or printed. For information on the data elements displayed below, see [definitions](#).

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

☐ **Public Internet Detail** -- Check this box to obtain level of Inspection detail available to non-OSHA users. Then check individual inspection boxes and click Get Detail.

Search Options							
Establishment	Date Range		RID	State	Limits	Include	Exclude
DYNEGY MIAMI FORT LLC	1972-07-01	2016-05-18	All	All	100/2500		

<input type="button" value="Get Detail"/>	<input type="button" value="+"/>	<input type="button" value="All"/>	<input type="button" value="Reset"/>	Found 0 -- Processed 0 -- Selected 0 -- Displayed 0
---	----------------------------------	------------------------------------	--------------------------------------	---

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Occupational Safety & Health Administration
200 Constitution Avenue, NW
Washington, DC 20210

Opening Conference Worksheet

U. S. Department of Labor
Occupational Safety and Health Administration

Rpt. ID	Complaint Nr.	Referral Nr.	CSHO Ins #	CSHO ID	OIS Inspection Nr.
			322	7c	
Establishment Name			DYWEA4 Miami Fort, LLC		
Site Address	11021 Brower RD NORTH BEND, OH 45052		Site Phone		Site FAX
Mail Address	10701 C River Front Suite 300 SOUTH DARIEN, CT 06405		Mail Phone	801-949-4409 513 467-5885	Mail FAX
Controlling Corp.			Employer ID/ FED ID	#4	
Number of Employees	Number Of Covered Employees	Number of Employees Controlled by Employer	SIC Code	NAICS Code	Interstate Commerce
146 400	31	146 400		212 562110	
Entry		Opening Conference		Walk-Around	EXIT
Date	Time	Date	Time	Time	Time
5-18-16	9:30 AM	5-18-16	10:00 AM	11:00 PM	12:00 PM
Employer Representatives Contracted	Name	Title	Function	Walk-Around	
	John Miller	Safety/Hr Mgr	F/O/C	4	
	Name	Title	Function	Walk-Around	
Function Codes I=Credentials Presented O=Opening Conference C=Closing Conference M=Other Mgmt Official	J. CHRIS OSTERBRINK	Managing Dir	F/O/C	4	
	Name	Title	Function	Walk-Around	
Employee Representation OSH Act 8(e) Employee Participation	Union Name	Representative Name		Tele No	
	Local No	Tele No.	Organization	Title	
	Address		Home Address		
Inform Employer of:	<input checked="" type="checkbox"/> Walkthrough (items on complaint, plain site, issues identified by employees, possible referrals to CSHOs) <input type="checkbox"/> Expansion may occur based on info from records. <input checked="" type="checkbox"/> Program review, & walk-around inspection - 8(f)(2) <input checked="" type="checkbox"/> Trade Secret/Proprietary information disclaimer Pictures & Video - Section 15		<input checked="" type="checkbox"/> Pictures and videotaping (recording sound) <input checked="" type="checkbox"/> Confidential/Private employee interviews - 8(a)(2) <input checked="" type="checkbox"/> Employee Rights - 11(c) <input checked="" type="checkbox"/> Outside contactors on site <input checked="" type="checkbox"/> Safety and Health Program Evaluation <input checked="" type="checkbox"/> Closing conference (describe any apparent violations found and other pertinent issues)		
	PPE Required				
	<input type="checkbox"/> Hard Hat <input checked="" type="checkbox"/> Steel Toe Boots/Shoes <input checked="" type="checkbox"/> Safety Glasses <input type="checkbox"/> Safety Goggles <input type="checkbox"/> Tyvek Suite <input type="checkbox"/> Respirators <input type="checkbox"/> Hearing Protection <input type="checkbox"/> Other				

CSHO NOTES-

NO Employees on-site to interview. Scheduled further views 5/25/16 10:30 AM.

Closing Conference Worksheet

U. S. Department of Labor
Occupational Safety and Health Administration

Company H.H.P	Inspection Location	Inspection Number
Date 5-18-16	Time 11:45 pm	CSHO P2332

Employer Representatives Contracted Function Codes: C=Closing Conference M=Other Mgmt Official	Name John Miller	Title Safety/Hr	Function C
	Name	Title	Function
	Name	Title	Function
	Name	Title	Function

Checklist	<input checked="" type="checkbox"/> For each apparent violation: - Nature of the violation - Abatement measures - Possible abatement dates <input checked="" type="checkbox"/> Citations are sent via certified mail and included OSHA Pamphlet 3000. Give Employer Rights and Responsibilities Following an OSHA inspection. <input checked="" type="checkbox"/> Citations must be posted at or near the place where each violation occurred. <input checked="" type="checkbox"/> The citation must be posted until the violation is corrected or for a minimum of 3 working days. <input checked="" type="checkbox"/> Abatement plans must also be posted near where the violation occurred <input checked="" type="checkbox"/> There are three course of action you can take if you receive citations: 1. If you agree to the citation and penalty, you must correct the violation according to the abatement date and pay any penalties 2. You may schedule an informal conference within 15 days of receipt of the citations with the area director to discuss the following: a. Better explanation of the violations b. Better explanation of the standard that applies c. Discuss abatement methods d. Discuss abatement dates 3. If you do not agree with the citation, penalty, or abatement date, you have 15 days to file a letter of contest with the area office.	<input checked="" type="checkbox"/> Bring abatement information and other information with you to the informal conference. <input checked="" type="checkbox"/> If you do not contest or schedule an informal conference, the citations will become a final order <input checked="" type="checkbox"/> The OSH Act prohibits employers from discriminating or discharging an employee who has exercised their right under the law to file an OSHA complaint. <input checked="" type="checkbox"/> Free onsite Consultation is available to the employer from OSHA ONSITE consultation. <input checked="" type="checkbox"/> Union Rights If the company contests the citations, the employees have the right to elect "party status" before the review commission. The employees must be notified by the employer if a notice of contest is filed or a petition for modification of abatement is filed. The union has a right to contest the abatement date. The contest of abatement must be in writing within 15 days of receipt of the citations. <input checked="" type="checkbox"/> Petition for Modification of Abatement (PMA) If unable to meet an abatement date, the petition must be submitted as soon as possible, but no later than 1 working day after the abatement date. Provide reasons why additional time is needed (scheduling, back order, sampling results, etc). OSHA may conduct a monitoring inspection to ensure adequate progress has been made <input checked="" type="checkbox"/> Provide SBREFA Letter.
-----------	---	--

Information Given	Regulatory Publications & Forms <input type="checkbox"/> 29 CFR Parts 1900 to 1910.999 <input type="checkbox"/> 29 CFR Parts 1910.1000 to End <input type="checkbox"/> 29 CFR Part 1926 <input type="checkbox"/> OSHA 300 Injury & Illness Form	General Industry Publications <input type="checkbox"/> Control of Hazardous Energy (3120) <input type="checkbox"/> Permit-Required Confined Spaces (3138) <input type="checkbox"/> Personal Protective Equipment (3151) <input type="checkbox"/> Hearing Conservation (3074) <input type="checkbox"/> Respiratory Protection (3079) <input type="checkbox"/> Sling Safety (3072) <input type="checkbox"/> Safeguarding Equipment & Protecting Workers from Amputations (3170)	Construction Publications <input type="checkbox"/> Construction Industry Digest (2202) <input type="checkbox"/> Scaffold Use in the Construction Industry (3150) <input type="checkbox"/> Excavations (2226) <input type="checkbox"/> Lead in Construction (3142)
-------------------	---	--	---

Citation Items Covered	<input type="checkbox"/> Falls <input type="checkbox"/> Ladders <input type="checkbox"/> Excavation <input type="checkbox"/> Other _____ <input type="checkbox"/> Items covered locate back side.
------------------------	---

Jon Husted Ohio Secretary

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Corporation Details

Corporation Details		
Entity Number	2349796	
Business Name	DYNEGY MIAMI FORT, LLC	
Filing Type	FOREIGN LIMITED LIABILITY COMPANY	
Status	Active	
Original Filing Date	12/11/2014	
Expiry Date		
Location:	County:	State: DELAWARE
Agent / Registrant Information		
CAPITOL CORPORATE SERVICES, INC. 4568 MAYFIELD RD. STE. 204 CLEVELAND, OH 44121 Effective Date: 10/13/2015 Contact Status: Active		
Filings		
Filing Type	Date of Filing	Document Number/Image
REG. OF FOR. PROFIT LIM. LIAB. CO.	12/11/2014	201434600371
CORRECT REGISTRATION/FOREIGN LIMITED LIABILITY CO	10/13/2015	201528604246
Old Names		
Effective Date	Old Name	
10/13/2015	DUKE ENERGY MIAMI FORT, LLC	